

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



REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT

Due Date: 02/26/18, Time: 3:00 PM

AMENDMENT NO. 3
DATED 02/16/18

bid@baltimorecountymd.gov

DAYLE DEEMER, STAFF BUYER
PHONE: 410-887-2495

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

Company Name

Signature

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT**

AMENDMENT NO. 3

- 1. Question:** In regards to the tiering method of procurement, what happens if there are no bids for one of the tiers?

Answer: The process for a no bid response will be followed. Negotiation on the open market will occur.
- 2.** The pricing sheet has been revised adding a check off box to indicate if you are providing a bid for Tier 1 or Tier 2 pricing. As a reminder, bidders must choose to bid either Tier 1 OR Tier 2. **Please check only one box.** Please find attached the updated revised Price Sheet.
- 3.** In the General Conditions, Section 8.3, it should read:

“The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for **one year** from the date of the increase.” (The time was omitted in error).
- 4.** The Pre-Bid Conference sign-in sheet is attached.
- 5.** All other terms and conditions remain the same.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT
Due Date: 02/26/18, Time: 3:00 P.M.

REVISED PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 988-15 Labor, fencing, mechanic, skilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.).	3,000	Hour	\$ _____	\$ _____
2	COMMODITY CODE: 988-15 Labor, fencing, laborer, unskilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.).	3,000	Hour	\$ _____	\$ _____
3	COMMODITY CODE: 988-15 Labor, fencing, mechanic, skilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays).	5	Hour	\$ _____	\$ _____
4	COMMODITY CODE: 988-15 Labor, fencing, laborer, unskilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays).	5	Hour	\$ _____	\$ _____
5	COMMODITY CODE: 988-15 Materials, fencing, cost x unit price multiplier (overhead and profit).	150,000	Mult	\$1. _____	\$ _____
6	COMMODITY CODE: 988-15 Strip, mowing, 3000 PSI concrete, fencing, as per specifications.	3,650	LNFT	\$ _____	\$ _____
7	COMMODITY CODE: 988-15 Contingencies, rental of equipment (for example, dumpsters, scaffolding, etc.). Reimbursed at cost. This bid is for: (check only one) Tier 1 _____ Tier 2 _____			\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____



OFFICE OF BUDGET AND FINANCE
PURCHASING DIVISION

ATTENDED PRE-BID CONFERENCE

BID NO.: B-1242

TITLE: On-Call Fencing, Term Agreement

DATE OF PRE-BID: 2/13/18 5:11 AM

PRINTED NAME	CONTACT INFORMATION (i.e. Telephone #, e-mail address, cell phone #)	COMPANY NAME
Dayle Deemer	410-887-2445 dmeemer@baltimorecountymd.gov	Mt. Airy County
Owen Duff	443-459-7278 oduff@bestfence.biz	Best Fence
Doreen Pedersen	443-463-3554 dpedersen@pfencing.com	PFH Fencing LLC
Kristian Pedersen	443-250-4399 kpedsen@pfencing.com	PFH Fencing LLC
Mike Smolyar	443-660-8714 ksmolars-3@pfencing.com	PFH Fencing
Catherine Burger	cburger@baltimorecountymd.gov X5599	Trag Mgmt

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



REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT

Due Date: 02/26/18, Time: 3:00 PM

REVISED PRE-BID CONFERENCE: 02/13/18, TIME: 11:00 AM

AMENDMENT NO. 2
DATED 02/12/18

bid@baltimorecountymd.gov

DAYLE DEEMER, STAFF BUYER
PHONE: 410-887-2495

1. **Question:** A question was asked: Can you provide pricing on the current contracts for on call fencing.
Answer: Yes, the current Master Agreement pricing for both Contractors are attached.
2. All other terms and conditions remain the same.

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

Company Name

Signature

MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance



Document ID:

Fiscal Year: **2018**

Version:

Buyer: **Dayle Deemer**

Buyer Phone: **410-887-2495**

Effective Date: **05/20/13**

Expiration Date: **05/19/18**

Date Printed: **February 09, 2018**

Vendor ID: VC0000010204

Hercules Fence of MD LLC

8580 Mission Road

Jessup MD 20794

Document Description: **Fencing Services, On-call**

Approved by County Council: **06-03-2013**

Not to Exceed:

Reason for Modification:

Extended Description:

Incorporating the Baltimore County Solicitation #B-621 dated 2/28/2013 as amended by Amendment #1 dated 2/6/2013, Amendment #2 dated 2/22/2013 and Amendment #3 dated 2/25/2013 including, but not limited to the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents and Insurance, as applicable.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

MASTER AGREEMENT

Document ID: 00002474

Version: 14

Vendor: VC0000010204

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	98815	HOUR	\$17.5000	0.0000	\$0.00
Labor, fencing, mechanic, skilled, regular time (Mon. - Fri. 8:00 a.m. - 5:00 p.m)					
2	98815	HOUR	\$11.5000	0.0000	\$0.00
Labor, fencing, mechanic, unskilled, regular time (Mon. - Fri. 8:00 a.m. - 5:00 p.m)					
3	98815	HOUR	\$26.2500	0.0000	\$0.00
Labor, fencing, mechanic, skilled, overtime (Mon. - Fri. 5:00 p.m. - 8:00 a.m)					
4	98815	HOUR	\$17.2500	0.0000	\$0.00
Labor, fencing, mechanic, unskilled, overtime (Mon. - Fri. 5:00 p.m. - 8:00 a.m)					
5	98815	MULT	\$1.2400	0.0000	\$0.00
Materials, fencing, cost x unit price multiplier (overhead and profit)					
6	98815	LNFT	\$7.5000	0.0000	\$0.00
Strip, mowing, 3000 PSI concrete, fencing, as per specifications					
7	98815		\$0.0000	0.0000	\$0.00
Contingencies, rental of equipment (for example, dumpsters, scaffolding, etc). Reimbursed at cost.					

Renewal Period No: 1
Renewal Period No: 2
Renewal Period No: 3
Renewal Period No: 4

Renewal Begin Date: 05/20/14
Renewal Begin Date: 05/20/15
Renewal Begin Date: 05/20/16
Renewal Begin Date: 05/20/17

Renewal End Date: 05/19/15
Renewal End Date: 05/19/16
Renewal End Date: 05/19/17
Renewal End Date: 05/19/18

MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance



Document ID:

Fiscal Year: 2018

Version:

Buyer: **Dayle Deemer**

Buyer Phone: **410-887-2495**

Effective Date: **05/20/13**

Expiration Date: **05/19/18**

Date Printed: **February 09, 2018**

Vendor ID: VC005079

P & H Fencing LLC

10926 Pulaski Highway

White Marsh MD 21162

Document Description: Fencing Services, On-call

Approved by County Council: 06-03-2013

Not to Exceed:

Reason for Modification:

Extended Description:

Incorporating the Baltimore County Solicitation #B-621 dated 2/28/2013 as amended by Amendment #1 dated 2/6/2013, Amendment #2 dated 2/22/2013 and Amendment #3 dated 2/25/2013 including, but not limited to the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents and Insurance, as applicable.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

MASTER AGREEMENT

Document ID: 00002470
Vendor: VC005079

Version: 14

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	98815	HOUR	\$28.4200	0.0000	\$0.00
Labor, fencing, mechanic, skilled, regular time (Mon. - Fri. 8:00 a.m. - 5:00 p.m)					
2	98815	HOUR	\$14.7200	0.0000	\$0.00
Labor, fencing, mechanic, unskilled, regular time (Mon. - Fri. 8:00 a.m. - 5:00 p.m)					
3	98815	HOUR	\$121.8000	0.0000	\$0.00
Labor, fencing, mechanic, skilled, overtime (Mon. - Fri. 5:00 p.m. - 8:00 a.m)					
4	98815	HOUR	\$60.9000	0.0000	\$0.00
Labor, fencing, mechanic, unskilled, overtime (Mon. - Fri. 5:00 p.m. - 8:00 a.m)					
5	98815	MULT	\$1.0400	0.0000	\$0.00
Materials, fencing, cost x unit price multiplier (overhead and profit)					
6	98815	LNFT	\$10.1500	0.0000	\$0.00
Strip, mowing, 3000 PSI concrete, fencing, as per specifications					
7	98815		\$0.0000	0.0000	\$0.00
Contingencies, rental of equipment (for example dumpsters, scaffolding, etc). Reimbursed at cost.					

Renewal Period No: 1
Renewal Period No: 2
Renewal Period No: 3
Renewal Period No: 4

Renewal Begin Date: 05/20/14
Renewal Begin Date: 05/20/15
Renewal Begin Date: 05/20/16
Renewal Begin Date: 05/20/17

Renewal End Date: 05/19/15
Renewal End Date: 05/19/16
Renewal End Date: 05/19/17
Renewal End Date: 05/19/18

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



REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT

Due Date: 02/26/18, Time: 3:00 PM

REVISED PRE-BID CONFERENCE: 02/13/18, TIME: 11:00 AM

AMENDMENT NO. 1
DATED 02/02/18

bid@baltimorecountymd.gov

DAYLE DEEMER, STAFF BUYER
PHONE: 410-887-2495

1. The Pre-Bid Conference date and time has changed from Thursday, February 7, 2018 at 1:00 p.m. to **Tuesday, February 13, 2018 at 11:00 a.m.**
2. All other terms and conditions remain the same.

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

Company Name

Signature

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



**REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT**

Due Date: 02/26/18, Time: 3:00 PM

Pre-Bid Conference: 02/07/18, Time: 1:00 PM

bid@baltimorecountymd.gov

**DAYLE DEEMER, STAFF BUYER
PHONE: 410-887-2495**

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

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT**

TABLE OF CONTENTS

- I. General Instructions for Solicitations**
 - 1. Instructions, Forms and Specifications
 - 2. Award of Solicitations
 - 3. Reservations
 - 4. Delivery
 - 5. Competition
 - 6. Terminations
 - 7. Hold Harmless - Indemnification
 - 8. Minority Business Enterprise (MBE) and Small Business Notice
 - 9. Authority
 - 10. HIPAA (Health Insurance Portability and Accountability Act)
 - 11. Reports
 - 12. Terms of Contract
 - 13. Severability
 - 14. Counterparts
 - 15. Survival
 - 16. No Waiver, Etc.
 - 17. Maryland Registration / Qualification Requirements
 - 18. Eligibility of Candidates for Employment
 - 19. Warranty
 - 20. American Manufactured Goods Required for Public Works
- II. Procurement Affidavit**
- III. Minority Participation Affidavit**
- IV. Taxpayer Identification Number (TIN) and Certification**
- V. Insurance Provisions**
- VI. General Conditions**
- VII. Specifications**
- VIII. Bid Signature Cover Page**
- IX. Price Sheet**

BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

5. Competition

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

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

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

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

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

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

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

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

6. Terminations

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

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

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

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

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

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

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any

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

17. Maryland Registration / Qualification Requirements:

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

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

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

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

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

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

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

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

20. American Manufactured Goods Required for Public Works:

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

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

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

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

☐ Yes ☐ No

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

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

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

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

☐ Yes ☐ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

____ The Business is a MBE____ or WBE ____

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

[] City of Baltimore # _____

[] Name Other Jurisdiction: _____ # _____

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

____ Minority Status

____ African American

____ Asian American

____ Caucasian

____ Hispanic American

____ Native American

____ Women

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

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

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

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

Fax Number

1

()

Ext:

()

—

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

			200			200				
--	--	--	-----	--	--	-----	--	--	--	--

OR

Employer Identification Number

		200 000							
--	--	---------	--	--	--	--	--	--	--

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual

Sole Proprietor

Corporation

Partnership

Other: (explain)

CERTIFICATION:

Under penalties of perjury, I certify that:

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

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification

Maryland Department of Transportation (MDOT)

Certification #: _____

Certification Date: ____ / ____ / ____

Pending: _____

City of Baltimore

Certification #: _____

Certification Date: ____ / ____ / ____

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: _____
------------------	--------------	-------------



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

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

1.2 Verification of Insurance:

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

1.3 Baltimore County as Additional Insured:

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

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident

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

Bodily Injury by Disease - \$500,000 each employee

2.4 Other

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT**

GENERAL CONDITIONS

1. SCOPE.

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

2. PRE-BID CONFERENCE.

- 2.1 A pre-bid conference will be held on Wednesday, February 7, 2018 at 1:00 p.m. at the Purchasing Division Conference Room, Historic Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- 2.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.
- 2.3 The deadline for written question (email) pertaining to this solicitation is five (5) working days prior to the due date of the bid. If it becomes necessary to revise any part of this solicitation, amendments will be posted on the website.

3. TERM OF AGREEMENT.

- 3.1 The term of this contract shall be for one (1) year beginning on or about May 20, 2018. The County reserves the right to renew this contract for an additional four (4) years under the same terms and conditions. The County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 3.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.
- 3.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

4. METHOD OF AWARD-SMALL BUSINESS PURCHASE PROGRAM

4.1 Award will be based upon the tier process and will result in awards in two (2) tiers. The County reserves the right to award to one (1) or more contractors per tier. **Contractors shall bid on only one tier for which they wish to be considered.**

4.1.2 Tier 1 – Less than \$15,000.00 per project. (the County may award to two vendors)

4.1.2 Tier 2 – Greater than or equal to \$15,000 per project, with 0% MBE/WBE goal (may award to two vendors).

4.2 It is the intention of Baltimore County to issue work equally to each Contractors in every tier, however, the assignment of work shall be at the sole discretion of Baltimore County. Subject to, and without in any way enlarging or limiting the other provisions of the contract, any claim of either Contractor against the County for extra compensation or damages, arising out of assignment of work by the County, shall be deemed to have been waived by both Contractors.

4.3 The estimated quantities in the Pricing Section of the "Request for Bid" document represent the estimated annual total volume of work for all Contractors combined.

5. DELIVERY ORDERS.

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

6. COOPERATIVE PURCHASE.

6.1 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.

6.2 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.

7. PRICES.

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

8. ESCALATION.

8.1 All unit prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the

County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

- 8.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 8.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for # days from the date of the increase.

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

- 9.1 With regard to this contract, the Property Management Division Chief or his or her designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Property Management Division Chief or his or her designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 9.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the Property Management Division Chief or his or her designated representative, prior to beginning work at (410) 887-3861.
- 9.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. A copy of the State of Maryland MHIC license may be required.
- 9.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
- 9.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Property Management Chief or his or her designated representative for explanation of procedures.
- 9.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies. The Contractor must be prepared to furnish engineering services when requested.
- 9.7 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County Agencies requiring these commodities and/or services. A delivery order will be issued against the original Master Agreement, confirming the contracted pricing and giving quantity and delivery requirements.

10. CONTRACTOR QUALIFICATIONS.

- 10.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 10.2 Bidders/Offerors **must provide with their bid** at least three (3) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past three (3) years.
- 10.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.
- 10.4 All references to "Contractor" throughout this solicitation refers to all Contractors and their subcontractors. Each contractor and subcontractor must comply fully with the terms, conditions and specifications of this contract.

11. GUARANTEE.

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

12. INSURANCE.

- 12.1 **The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements.** The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 12.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 12.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

13. INVOICES.

- 13.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Property Management Division Chief or his or her authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods

ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later.** Under no circumstances will interest be paid.

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

13.2.1 Defective work not remedied.

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

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

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

13.2.5 Damage to another Contractor.

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

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

15. **CONTRACT APPROVAL.**

- 15.1 The Baltimore County Council must approve and sign the contract resulting from this solicitation. This process typically takes six (6) weeks from the date the successful contractor is identified. In order to keep the procurement moving, a sample standard contract may be found on the Baltimore County website for review as part of this solicitation. Exceptions if any to the County's standard contract must be noted in your bid submission to be considered during evaluation of the bids or proposals. Exceptions to the County's standard contract may result in rejection of your bid or proposal.

16. **"SAMPLE" FORM CONTRACT.**

- 16.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.

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

17. ELECTRONIC SUBMITTAL PROCESS.

- 17.1 The cost of preparing Bids is the responsibility of Bidders.
- 17.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.**
- 17.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.
- 17.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2*, *2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 17.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 17.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 17.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 17.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

18. QUESTIONS.

- 18.1 Questions pertaining to this solicitation must be submitted in writing (e mail is sufficient). The deadline for written questions is five (5) working days prior to the due date of the bid. If it becomes necessary to revise any part of this solicitation, amendments will be posted on the website at www.baltimorecountymd.gov/purchasing.

19. INQUIRIES. Any inquiries relative to this bid should be directed to Ms. Dayle Deemer, the Buyer, at 410-887-2495 or e mail: ddeemer@baltimorecountymd.gov.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT**

SPECIFICATIONS

1. SCOPE OF WORK – GENERAL.

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

- 1.1.1 Fencing
- 1.1.2 Gates
- 1.1.3 Webbing
- 1.1.4 Concrete Footings
- 1.1.5 Barbed Wire
- 1.1.6 Electric Motors
- 1.1.7 Limit Switches
- 1.1.8 Recreational Structures (Back Stops, Goals, Cages, Etc.)
- 1.1.9 Bollards
- 1.1.10 Rollers and accessories

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

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

1.2 Wire Gauges and Fence Fabric

- 1.2.1 Unless otherwise specified or shown, the fabric shall be #9 gauge, 0.148" nominal diameter of wire with two (2) inch woven diamond mesh, knuckled at the top and bottom selvages and shall be smooth on both sides without any barbs or burrs.
- 1.2.2 All fence fabric shall be steel core with .40 aluminized finish. Fence members shall be standard galvanized pipe.

1.3 Posts, Gate Frames, Rails and Braces for Fencing

- 1.3.1 Materials – Posts, gate frames, rails, braces, truss rods, etc. shall be of steel having a carbon content of not less than 0.10 percent. They shall be hot dipped galvanized after fabrication or as specified and the coating shall weigh not less

than 2.0 oz. per square foot of actual surface. Reject pipe from the mills will not be accepted.

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

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

1.3.3 Schedule of Fence Members

All members shall be in accordance with the following:

HEIGHT OF FENCE

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

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

1.3.3.1 The term "corner post" refers to a post occurring at any deflection angle of the fence in excess of 10 degrees. "Pull posts" are to be used to facilitate stretching in long runs of fence and abrupt change of grade. Pull posts

shall be placed no further than five hundred (500) feet in any straight run of fence.

1.3.4 Posts

1.3.4.1 All line posts shall be spaced equidistant apart and at no time shall the spacing between the posts exceed ten (10) feet. They shall be used only in straight runs between gate, corner, pull and terminal posts.

1.3.4.2 Posts shall be of the lengths specified and shall be round. Welding of posts for the primary purpose of extending the length will not be permitted except in the construction of backstops.

1.3.4.3 Suitable self-locking bands shall be provided in sufficient number for attaching the fabric securely to all line posts at intervals not exceeding fifteen (15) inches.

1.3.4.4 Tie wire will not be permitted for fastening the fabric to the posts.

1.3.5 Gates and Gate Framing

1.3.5.1 Gates: Openings six (6) feet or less shall be single leaf of the sizes shown on the drawings, complete with latches, stops, keepers, hinges, fabric and lock with two (2) keys. Openings greater than six (6) feet shall be double leaf and be complete as specified above.

1.3.5.2 Fabric: Shall be #9 gauge and shall be attached securely to the gate frame with stretcher bars for the full height of the gate at both sides of the frame. Tension bands and tie wires shall be installed in accordance with these specifications.

1.3.5.3 Hinges: Shall be of adequate strength for the gate and shall be of the offset type permitting a full 180 degree swing. The hinges shall not twist or turn under the action of the gate.

1.3.5.4 Latches & Keepers: Shall be provided for all gates. Latches shall be of a steel gravity type latch which will automatically engage the pin welded in the gate frame and must be equipped with provisions for a padlock. Keepers shall consist of a substantial mechanical device for securing and supporting the free end of the gate when in the full open position and shall be used on all permanent gate settings.

1.3.5.5 Gate Frames: Shall be constructed of round or square members and for gate leaves more than eight (8) feet wide shall, if specified, have intermediate members and/or diagonal truss rods as necessary to provide rigid construction of ample strength and free from sag or twist. All joints between members shall be mitered on 45 degree and welded. All welds shall be ground smooth and properly treated with zinc oxide before installation. Truss rods shall be not less than 3/8" in diameter.

1.3.5.6 Stops: Shall consist of a flush plate with anchor arranged to be set in concrete and to engage the plunger of the latch. Stops shall be used on all permanent gate settings.

1.3.6 Rails

1.3.6.1 Welding of rails (field or shop) for the primary purpose of extending the length will not be permitted.

1.3.6.2 Top Rails: shall be in lengths not less than eighteen (18) feet and shall be fitted with outside expansion sleeves for connecting the lengths into a continuous run. The sleeves shall be not less than six (6) inches long and shall provide a substantial connection and shall allow for expansion and contraction of the rail. Suitable double wrapped tie wires twisted at least three (3) turns or self-locking bands shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding one (1) foot. Top rails shall be securely fastened to the terminal posts using rail ends and brace bands.

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

1.3.7 Braces

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

1.3.8 Mowing Table

1.3.8.1 As requested by the Property Management representative, a mowing table shall be installed at the same time as the fencing, as per one of the specified details, Attachment A (Section "B-B", Mowing Table Property Line Fence) or Attachment B (Section "C-C", Mowing Table, Field Fence), using 3000 PSI concrete. Asphalt impregnated fiber expansion joints shall be located at intervals not to exceed twenty (20) feet. Expansion joints shall be located a minimum distance of twelve (12) inches from either side of any post. Fence posts will be located along the center line of the mowing table and a concrete joint is to be scored at each post.

1.3.8.2 All items of labor, materials, equipment, fuel, and incidentals related to the performance of the work shall be included in the price.

1.4 Miscellaneous Accessories for Fencing

1.4.1 Materials

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

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

1.4.2 Post Tops

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

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

1.4.3 Stretcher Bars, Tension and Brace Bands

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

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

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

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

1.4.4 Fabric Ties

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

1.5 Fence Erection

1.5.1 General Requirements

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

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

1.5.2 Line Posts

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

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

1.5.3 Terminal, Corner, Pull and Gate Posts

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

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

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

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

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

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

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

New Year's Day	Columbus Day
MLK, Jr. Birthday	General Election Day (each even year)
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

3.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency at 410-887-3861.

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

4. **CHANGES TO THE CONTRACT.** The Contractor will notify the Property Management Division representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any

changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

5. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.
6. **UTILITIES.** The Contractor must provide all electric power (generators) required at the job site.
7. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.
8. **QUOTATION REQUESTS.**
 - 8.1 The Contractor must be responsive to quotation requests made by Property Management. Calls and/or e-mails must be returned within 48 hours. Failure to be responsive to quote requests may result in unfavorable performance ratings and tasks being assigned to another Contractor. Work estimates are for work being performed during regular time unless PMMD indicates work is emergency in nature and specific instructions will be provided as to the labor rates. In no case will Baltimore County pay for estimates or quotes.
 - 8.2 The Contractor must physically report to the work site within twenty-four (24) hours of written or verbal notification by the PMDM, or the authorized representative to complete a written or verbal quotation of the work to be performed. Quotes must be provided within 48 hours.
 - 8.3 If the PMDM, or the authorized representative tells the Contractor that the work to be performed is an emergency, the Contractor must physically report to the site within two (2) hours and phone in a quotation to the PMDM, or authorized representative on the same day.
 - 8.4 Material – The Contractors shall itemize each type of material on their estimate, listing the quantity, unit price and extended price. The total mark-up shall be listed separately. If the Property Management Division representative, in his/her sole judgment, suspects that the price for any itemized material is unreasonably high, the source of supply will be rejected. The Contractor must provide two (2) other quotes for the material in question. If the lowest price for all three (3) quotes is still too high, the Property Management Division representative in his/her sole judgment, may elect to re-scope the job, choosing other materials and methods to accomplish the same task. All materials incorporated in the work must be approved by the Property Management Division representative prior to use on each job. Materials incorporated in the work that have not received prior approval by the Property Management Division representative, shall be at the Contractor's expense and not paid for by Baltimore County.

9. MATERIALS AND INSTALLATION.

9.1 CODES

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

All Baltimore County Codes and Regulations

Baltimore County Standard Specifications 2000

- 9.2 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 9.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.
- 9.4 The Contractor shall obtain the permission of the Baltimore County representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.
- 9.5 For all non-emergency work, once the Contractor has received the verbal Notice to Proceed or Delivery Order, the Contractor has ten (10) calendar days to mobilize at the job site and begin work.
- 9.6 The Contractors cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractors' work forces. The only exception to this requirement is for work not within the trade contracted by this agreement (i.e. grubbing-out work, etc.) or to achieve M/WBE participation. For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractors to the County. Baltimore County shall reimburse the Contractors for their costs for the sub-contractor's labor and material. No additional mark-ups (i.e. overhead and profit) or charges will be allowed. If the Property Management Division representative, in his/her sole judgment, suspects that the price for any sub-contractor's services is unreasonably high, the sub-contractor will be rejected. The Contractor must provide two (2) other quotes for the sub-contracted services in question. If the lowest price for all three (3) quotes is still too high, the Property Management Division representative, in his/her sole judgment, may elect to re-scope the job, choosing other means and methods to accomplish the same task.
- 9.7 The cost of all travel means (trucks, fuel, lubricants, vital fluids, maintenance, repairs) and any and all required equipment and tools shall be incidental to all other pay items. The cost of debris removal resulting from general construction work shall be incidental to all other pay items. The Contractor shall not charge Baltimore County for travel time to and from the work site or workers' lunch breaks. Baltimore County shall pay only for actual

work time on the job. The Contractor shall come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that they need materials or parts not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the County on that day.

- 9.8 The Contractors' invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, a complete description of work performed, location, and date. Accompanying their invoices the Contractors must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked. The original work orders must be two-copied and must be signed by the Baltimore County contact person at the job site. One copy should be given to that contact person and one retained for the Contractor's files. The Contractor's mechanics shall sign-in and sign-out on their work orders showing actual time of signing. All materials shall be listed on the work order. In most cases, Baltimore County will provide the Contractor with blank work order forms at each job site. At any work sites where the County does not supply the blank work order forms, the Contractor must provide these work order forms.
- 9.9 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Property Management representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.

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

10. TEMPORARY SUSPENSION OF WORK.

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

11. MEASURE AND PAYMENT.

- 11.1 Labor (all categories).

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

- 11.2 Materials Incorporated In the Work

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

11.3 Mowing Table.

11.3.1 Paid for per linear foot. The contract bid price shall include all necessary excavation, furnishing and placing all concrete materials, including expansion material, backfilling, tamping, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

11.4 Quotations and Estimates.

11.4 Included. In no case will Baltimore County pay for estimates or quotes.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT
Due Date: 02/26/18, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

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

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1242
ON-CALL FENCING, TERM AGREEMENT
Due Date: 02/26/18, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 988-15 Labor, fencing, mechanic, skilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.).	3,000	Hour	\$ _____	\$ _____
2	COMMODITY CODE: 988-15 Labor, fencing, laborer, unskilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.).	3,000	Hour	\$ _____	\$ _____
3	COMMODITY CODE: 988-15 Labor, fencing, mechanic, skilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays).	5	Hour	\$ _____	\$ _____
4	COMMODITY CODE: 988-15 Labor, fencing, laborer, unskilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays).	5	Hour	\$ _____	\$ _____
5	COMMODITY CODE: 988-15 Materials, fencing, cost x unit price multiplier (overhead and profit).	150,000	Mult	\$1. _____	\$ _____
6	COMMODITY CODE: 988-15 Strip, mowing, 3000 PSI concrete, fencing, as per specifications.	3,650	LNFT	\$ _____	\$ _____
7	COMMODITY CODE: 988-15 Contingencies, rental of equipment (for example, dumpsters, scaffolding, etc.). Reimbursed at cost.			\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____