

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

**Request for Bids
for
Air Compressors**

Solicitation Number: B50001560

Due Date: August 18, 2010 at 11:00 A.M.

1797

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

Barbara Ready, Buyer
231 E. Baltimore Street – Suite 300
Baltimore, MD 21202
Phone: (410) 396-5705
Fax: (410) 396-2997
Email: Barbara.Ready@baltimorecity.gov

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Important Notice to Vendors

Regarding Registration as a Requirement for Bidding

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

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Solicitation

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

Board of Estimates

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

will be received in the

Office of the City Comptroller
Room 204, City Hall, 100 North Holliday Street
Baltimore, Maryland 21202

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

Late submissions will not be accepted.

MINORITY PARTICIPATION REQUIREMENT	None.
PRE-BID MEETING DATE & TIME	None.
DUE DATE & TIME	Wednesday August 18, 2010 at 11:00 A.M. local time.
PUBLIC OPENING DATE & TIME	Wednesday August 18, 2010 at 12 Noon local time.

Erin Sher Smith
Assistant City Solicitor

Joseph D. Mazza, C.P.P.O.
City Purchasing Agent

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Statement of Work

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

SW1. SCOPE OF WORK

A. The purpose of this solicitation is to procure the best value for the City of Baltimore in accordance with specifications and documents herein for purchasing (14) fourteen Air Compressors manufactured by Airman PDS185S-6C1 for the Department of Public – Water & Wastewater Maintenance Division.

B. This is a one-time purchase; however, the City reserves the right to order additional products as bid at the bid price within a year of the date of the award, or the end of production of current items, or when stocks of current items have been exhausted, whichever comes first.

C. The Vendor shall provide and pay for all supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the City.

D. Refer to the Detailed Specifications section of this solicitation for requirements details.

SW2. TERM OF AGREEMENT

A. Effective Date. The initial (1) one-year term of this contract shall begin on the date of Board of Estimates award, unless otherwise directed by the City Board of Estimates.

B. Expiration Date. The initial term of this Contract shall expire (1) one year from the above effective date, unless otherwise directed by the City Board of Estimates.

C. Renewals. The Contract shall contain an option to renew on the same terms and conditions for three additional (1) one-year term at the sole discretion of the City.

SW3. METHOD OF EVALUATION & AWARD

Award will be made to the lowest responsive and responsible Offeror meeting specifications.

SW4. OFFEROR RESPONSIVENESS & QUALIFICATIONS

A. Responsiveness: Anyone submitting an offer in response to this solicitation shall properly complete and sign, where required, all solicitation documents contained herein in Section 'B', beginning on page B-1, and including all pages and forms that follow thereto, and provide all other required and/or requested valid information and documents, in order to be considered responsive. .

B. Qualification: During the offering process, the offeror shall provide all of the required and/or requested valid documents and information identified in Sections Submission Instructions and Bid Documents to demonstrate, to the City's satisfaction, that the offeror is qualified to provide/perform the product(s)/service(s).

(1) Failure to provide the above required and/or requested documents and information, or to follow the prescribed offer format/order, shall be cause for rejection of the offer submission at the City's discretion.

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SW5. ADDITIONAL AWARD CONSIDERATIONS

A. The City reserves the right at its sole discretion to make award based solely on the solicitation, as amended, and the original offer(s) as submitted, without further communication with offerors.

B. The City may make such investigations as it deems necessary to determine the ability and responsiveness and responsibility of the offeror to perform the work required by this solicitation, and the offeror shall furnish to the City all such information requested for this purpose. However, failure by the City to discover, or even attempt to discover, any inability of the offeror shall in no way excuse poor/non-performance by the Contractor, nor shall it diminish the City's right to find the Contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under Section GC32.

C. The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any offeror that the City determines is not qualified or desirable due to information discovered as a result of the offering and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists. The City of Baltimore reserves the right to reject the offer of any offeror that has a significant outstanding debt to the City of Baltimore. The City reserves the right to reject all offers and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addendum, or cancel this solicitation and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

D. Following award, the awardee shall execute other contract closing documents such as an 'Agreement', 'Performance Bond', 'Payment Bond', 'Certificate of Insurance', etc., as required, and in accordance with Section GC2.C.

SW6. PRICING

A. All unit prices shall remain firm and fixed for the full term of the contract.

B. These unit prices shall cover any/all cost associated with the product/service specified throughout this solicitation, to include but shall not be limited to: providing and delivering all products and services as specified herein and all other products, supplies and/or services necessary for and reasonably incidental to furnishing the product(s) and/or service(s) described herein, whether or not directly mentioned herein, such as small details which may normally not be mentioned.

C. In the event a City agency files written complaints regarding poor performance deficiency, the City reserves the right to immediately require the vendor to cure the deficiency within three (3) days, and if not cured within three (3) days, to contract with another vendor to perform the work, and/or to immediately terminate the vendor's contract for default and reassign to another vendor. The City may either invoice the Contractor all excess charges incurred by the City to complete the work, or charge the excess charges against any monies due the Contractor for work performed, or to charge the excess against the performance bond (if any), at the City's sole discretion..

SW7. OFFEROR PRICE ESCALATION / DE – ESCALATION

A. No price escalation. Prices shall remain firm.

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SW8. MBE/WBE PARTICIPATION No participation required.

SW9. PRE-BID/PROPOSAL CONFERENCES/SITE VISIT There will be no Pre-bid Conference or Site Visit.

SW10. POST AWARD CONFERENCES

A. The Contractor and/or Subcontractors or their qualified representatives shall attend conferences with the Contract Field Supervisor when requested for the purpose of coordinating or expediting the work.

B. Buyer shall schedule a Post-Award/Pre-Construction Conference after Notice of Award for all affected parties.

SW11. POINT OF CONTACT & QUESTIONS

A. Any potential offeror having questions regarding any part of this solicitation must submit them in writing, either via regular mail or e-mail to barbara.ready@baltimorecity.gov as also indicated on the front cover of this solicitation.

B. During the offering, evaluation and award process, offerors are hereby instructed to communicate only with the Buyer indicated on the front cover of this solicitation. To do otherwise risks your getting misinformation from other sources or not getting necessary critical or corrective information as may be duly issued by addenda. Therefore, all communications shall go only through the named Buyer.

C. Following award, the contract will be maintained with an agency(s) representative(s), to be determined, for all day-to-day operational issues.

D. Any issue that will result in a change to or renewal of the contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent and/or the City Board of Estimates for Baltimore City before the change or renewal takes effect.

SW12. BID BOND / GUARANTEE None required.

SW13. PERFORMANCE GUARANTEE None required.

SW14. INSURANCE REQUIREMENTS

A. The following coverage shall be provided:

(a) Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.

(b) Business Automobile Liability at \$1,000,000 per Occurrence.

(c) Worker's Compensation, Minimum Statutory Requirement.

(d) See also the Certificate of Insurance Coverage page in section B.

SW15. CONTRACTOR RESPONSIBILITIES Contractor shall provide and deliver all products and/or services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications and to comply with all of the terms, conditions and specifications contained within this solicitation, and all other relevant documents, as amended by the City.

SW16. CITY RESPONSIBILITIES To properly order services and/or products under this solicitation/contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review, approve and process payment of proper invoices.

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SW17. DELIVERY & INSPECTION

A. Delivery

(1) All products shall be shipped F.O.B. – to Department General Services – Fleet Management Division, 3800 E. Biddle Street, Baltimore, Maryland 21213.

(2) All costs for shipping and delivery (FOB Delivered) of all products shall be incorporated into the unit and/or total price of each unit, as shall be indicated on the price list, at the time of offer submission, unless otherwise specified to the contrary.

(3) All products shall be delivered within 30 days after receipt of order (ARO), unless an extension of time is approved by the City Purchasing Agent.

B. Inspection:

(1) The City shall have the right to inspect each product following delivery / performance, or at the time of installation in the event the product is to be stocked / warehoused until needed / installed.

(2) The Contractor will be notified of any product that is found to be defective, the wrong size, or otherwise not acceptable. Defective and/or incorrect products shall be repaired or replaced at no additional cost to the City, including shipping.

(3) Refer to the Detailed Specifications section for product/service information.

SW18. OMISSIONS & ERRORS Rectification of any errors and inclusion of any omissions within this solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the Offeror/Contractor. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the front cover of this solicitation, in writing via e-mail.

SW19. LIVING WAGE REQUIREMENT

A. None required.

SW20. BALTIMORE CITY'S YOUTH WORKS PROGRAM

A. In accordance with the form in Section 'B'.

SW21. "BALTIMORE CITY RESIDENTS FIRST"

A. The Contractor shall comply with the Mayor's Executive Order Baltimore City Residents Initiative, signed March 6, 2007. (See section B for more details and forms.)

SW22. DISCRIMINATION AGAINST SUBCONTRACTORS As part of its bid or proposal, Bidder shall provide to the City a list of all instances within the past 5 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

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Detailed Specifications

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

DS1.BASIC PRODUCT DESCRIPTION

A. This solicitation is for the purchase of Air Compressors manufactured by Airman PDS185S-6C1.

DS2.DETAILED SPECIFICATION / DESCRIPTION

A. Substitutions to the specific bid items listed will not be accepted.

B. The vendor shall provide the Air Compressors manufactured by Airman PDS185S-6C1 (see Exhibit I) with following specifications.

C. GENERAL

(1) Easy-lift single lockable latch side doors with gas filled struts that can support door.

(2) Electronic powder-coated paint on all body panels with stainless steel door hinges.

(3) Enclosure constructed with 13 gauge (0.090”) body panel thickness.

(4) Sound-attenuated unit with sound levels not to exceed 71 dBA @ 7 meters under full load.

(5) Single-point lifting bail with lifting eye below top surface of unit.

(6) Automatic glow plug system with pulsing technology for easy cold weather starting.

(7) Manual load release valve for easy starting in cold conditions (below 15° F.)

(8) Lockable instrument panel with full compliment of gauges for air discharge pressure, fuel level and hour meter.

(9) Warning lamps for engine air filter and compressor air filter to indicate service required.

(10) Safety shutdown protection system for low engine oil pressure, high engine coolant temperature, high discharge air temperature, high water level in fuel filter, and low fuel level in fuel tank.

(11) Status indicator lamps for engine oil pressure, engine coolant temperature, air discharge temperature, battery charge, and automatic glow plug system.

(12) One-side servicing for easy maintenance.

(13) All drainage points internally valued and routed to the outside of machine.

(14) 50' hose rack as standard and able to store two 90-pound breakers with tool steel.

(15) Body base panel can easily be sealed for environmental applications.

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D. COMPRESSOR

- (1) Rotary twin-screw single stage compressor with cast steel housing.
- (2) 185 CFM free air delivery.
- (3) Cyclopac two-stage air cleaner with service indicator, separate from the engine air intake.
- (4) Working pressure 100 PSI with a maximum pressure not to exceed 120 PSI.
- (5) Compressed pressure forced lubricating system.
- (6) Direct-coupled air end to engine, rubber couplings unacceptable.
- (7) Piston-type unloader for low maintenance, diaphragm-type unacceptable.
- (8) Low-maintenance pressure regulator, diaphragm-type unacceptable.
- (9) Cast steel air manifold with two ¾" safety bleed down gate valves.
- (10) Aluminum oil cooler mounted side-by-side with engine radiator.
- (11) Cooler oil lines are steel tubing, water pipe unacceptable.
- (12) Oil filter to be spin-on cartridge type with 10 micron rating.
- (13) Oil capacity 4.0 gallon.
- (14) Certified 200 PSI receiver tank with sight gauge.
- (15) Oil separator filter to be mounted externally from the receiver tank for easy servicing.
- (16) 5-year air-end and coupling warranty.

E. ENGINE and ACCESSORIES

- (1) EPA certified, industrial rated water-cooled, 4-stroke, 162 cu. in. direct injection diesel.
- (2) Engine must meet Tier III specifications.
- (3) Injectors must be 2-stage to reduce emissions.
- (4) Rated horsepower not to exceed 55 @ 2300 rpm.
- (5) Fuel consumption must be less than 0.7 GPH @ no load and 2.8 GPH @ full load.
- (6) Must have fully automatic low idle system for fuel efficiency when air is not being used.
- (7) Cooling system must operate under continuous loaded condition with doors closed to minimum ambient temperature of 113° F.
- (8) 5-year engine warranty.
- (9) Stainless steel exhaust system with built-in water drain which makes rain cap unnecessary.
- (10) Fuel filter with water separator standard. Water separator must include warning system and engine shutdown capability.

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- (11) Lubrication oil capacity 2.6 gallon.
- (12) Coolant capacity 2.2 gallon.
- (13) Rust-proof fuel tank with 25-gallon capacity.
- (14) Battery to be maintenance free, 12-volt 550 CCA.

F. DIMENSIONS

- (1) Overall length including hitch A-Frame not to exceed 128 inches.
- (2) Overall width not to exceed 66 inches.
- (3) Overall height not to exceed 55 inches.
- (4) Overall height not to exceed 39.5 inches (without running gear).
- (5) Operating weight 2530 pounds.

G. Trailer

- (1) Powder-coated box tubing A-Frame with 800-pound capacity solid wheel folding screw jack.
- (2) A-Frame must be bolted to main body for easy replacement.
- (3) 2" Lunette eye or 2" ball hitch available with 3 adjustable vertical positions.
- (4) Overall tire track width to be 63" with 14" 4-ply tires.
- (5) Trailer light kit standard equipment.

H. Additional Specs

- (1) Retractable hose reel to include 40 feet of $\frac{3}{4}$ in hose attached to air line.
- (2) Two (2) Air outlets on back with adapters
- (3) Seven prong RU male adapter for running light hook up to truck.

DS3.GUARANTEE / WARRANTY all products furnished under these specifications shall be guaranteed / warranted for a period of five (5) years against any imperfection in material and workmanship. The vendor will submit manufacturer's warranty.

AIRMAN



PDS185S-6C1 Air Compressor

Engine Features

- 6 year, 5,000 hour standard Nissan warranty.
- EPA Tier III & CARB compliance.
- Improved engine output provides a 13% reduction of crank shaft speed and a 20% noise reduction.
- Quiet, direct fuel injected engine.
- Advanced design virtually eliminates diesel chatter.
- Enlarged fuel filter to assist in cleaning diesel fuel.

Easier, Faster Service and Maintenance

- Engine oil and coolant drain to the outside of the machine.
- Hand-operated compressor oil and fuel drains require no tools.
- External oil/air separator filter and cartridge-type fuel filter reduce service time and cost.
- Side-by-side radiator and oil cooler are more efficient and easier to clean.

Quiet, High-Efficiency Design

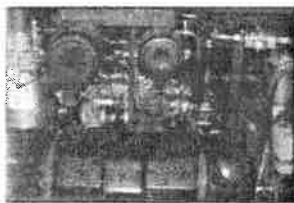
- Engine idles as low as 1,300 RPM to increase fuel economy and reduce component wear.
- Noise level is 63 dBA at 23 feet when idling, which is substantially quieter than competitors' machines.
- Free air delivery is increased due to a step-up ratio in the air-end.
- Operable at a maximum ambient temperature over 113° F due to an improved cooling system.

Convenient Access and Storage

- Gull-wing style doors allow easy one-hand operation. Large, lockable doors with gas struts virtually lift themselves for easy access to tool storage and service components.
- A larger tool compartment holds 90-lb. breakers, various tools and hoses.

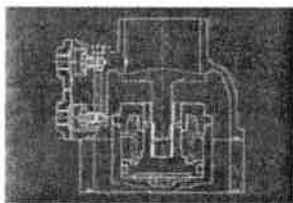
Durable, Reliable Construction

- Engine is directly coupled to the air-end by a fiber gear coupler for improved power transmission and reduced vibrations.
- Improved unloader valve and air pressure regulator feature O-rings instead of diaphragms.
- Powder-coated finish and stainless steel hardware maintain their attractive appearance.



Tier III and CARB Compliant

Using an engine that achieves emission-reduction targets that comply with the EPA's rules governing the federal Clean Air Act and CARB's regulations, we offer you the first air compressor that complies with these regulations.



The Best Fuel Economy in its Class

Fuel economy is maximized by reducing resistance during air intake and discharge in addition to incorporating an auto-sensing ECO-MODE that decreases the pressure inside of the receiver tank during unloading.



Wider Stance & Large 14" Tires

A re-engineered lower center of gravity for greater towing stability is achieved by widening the leaf spring distance, adjusting the air-end position and by condensing the receiver tank, separator and manifold.



Specifications

AIRMAR PDS185S-6C1 Air Compressor

The **AIRMAR PDS185S-6C1**, distributed by MMD Equipment, is one of the most advanced 185 cfm air compressors available today. It retains its quiet functionality and user-friendly characteristics while remaining ruggedly dependable. Already ahead of government environmental regulations, the AIRMAR PDS185S-6C1 incorporates a Tier III internal combustion diesel engine with an auto idle feature which helps produce the best fuel economy for any air compressor in its class! Additional upgraded features included as standard equipment are: dual air cleaners, a wider stance for better towing stability, LED taillights, full-featured gauges, a diagnostic panel, improved fuel filtration, low fuel shutdown system, direct-line air intake, plus the simplified air and oil line routing design which improves serviceability and access to all components.

The NEW version of the PDS185 has many improvements that include:

- Dual air-cleaners for better protection of the air-end.
- Wider stance for improved towing stability.
- LED taillights as standard equipment.
- Simplified air and oil line routing.
- Improved serviceability and access to components reduces down time.
- Lower emissions are enhanced even further by the auto idle feature which also increases fuel economy by approximately 20%.
- Direct-line air intake (no door air inlets and the rear louvers are designed to deter wind-driven rain).
- Full-featured gauges and diagnostic panel.
- Low fuel shut-down system.
- Improved fuel filtration system.
- Meets Tier III compliance requirements.
- Using AIRMAR's All Season Oil reduces oil service intervals by one-half (from 500 hours to 1000 hours) and increases the air compressor's "up-time".
- A standard 2 year air-end and coupler warranty is extendable to 5 years with the use of AIRMAR oil and filters available from MMD Equipment (see complete warranty for details).
- An enlarged toolbox can now house two breakers and keep them protected with lockable doors.

COMPRESSOR	
Free Air Delivery	185 CFM
Working Pressure	100 PSI
Air Outlets	3/4" x 2
ENGINE	
Model	Nissan TD27
Displacement	162.5 cu in
Horsepower (California Model)	55 HP (49 HP)
High Idle (California Model)	2,300 RPM (2,100 RPM)
Low Idle	1,250 RPM
CAPACITY	
Lubrication System Capacity	4.0 gal
Fuel Tank	25 gal
Engine Cooling Water Quantity	2.2 gal
Engine Oil	2.6 gal
OPERATING PARAMETERS	
Max Altitude	4,921 ft
Max Ambient Temperature	113 F°
Min Ambient Temperature	5 F°
Max Incline	15 Degrees
WEIGHTS & DIMENSIONS	
Length w/out Towing Frame	73.2 in
Width w/out Towing Frame	49 in
Height w/out Towing Frame	39.3 in
Dry Weight w/out Towing Frame	1,800 lbs
Weight w/out Towing Frame	2,040 lbs
Length with Towing Frame	128 in
Width with Towing Frame	66 in
Height with Towing Frame	55 in
Dry Weight with Towing Frame	2,342 lbs
Weight with Towing Frame	2,530 lbs



MMD
EQUIPMENT

121 High Hill Road
Swedesboro, NJ 08085
Phone: 1.800.433.1382
Fax: 1.856.467.5235

Visit us on the web at www.mmdequipment.com

Submission Instructions

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

SM1. BIDDERS MUST BE REGISTERED

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

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

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

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

SM2. PREPARATION, ASSEMBLY & SUBMISSION INSTRUCTIONS

A. Per instructions on page 2, Offerors must be registered in CitiBuy.

B. Submit all Pages in Section ‘B’ even if additional information or signatures are not required.

C. This is a One-Step Solicitation/Offer process. You will find an envelope/package label(s) following this section. Offerors are instructed to adhere to and follow instructions and Section ‘B’ in preparing, assembling and submitting their Offer.

D. Prepare and submit One (1) complete “Original”, Two (2) complete “Duplicates” and Two (2) complete “For Public Access” copies (if required due to confidential / proprietary information) and which shall include all of the forms and/or information identified.

(1) The required format/layout/order must be followed as set forth in Section ‘B’. Offerors are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this solicitation document, or any attachments or subsequent addenda. The Offeror is advised to also use the Section ‘B’ list as a check-list while preparing its Offer to ensure that all required information, forms and documents are included in the Offer in the prescribed order and format. Be sure the “original” and each “duplicate” copy also includes all of the information and/or documents/pages listed/included in Section ‘B’. Refer to Section ‘B’ for specific submission content and format.

E. Be sure to sign and witness all documents where required. Do not alter or ignore any solicitation document or instruction. Incomplete offers may be rejected at the City’s discretion. Failure to provide all of the required documents and information, even if the information is considered proprietary or confidential, shall be cause for rejection of the offer at the City’s discretion.

SM3. ONE ORIGINAL (Submit all Pages in Section B.):

A. One complete “Original” Offer is required. Prepare, assemble and submit, using the envelope/package label provided, one complete original Offer using 8½” x 11” white bond paper (unless specific forms are provided). Use the solicitation documents included in this solicitation package beginning on page B-1 and all pages and forms that follow. Be certain to include everything required in Section SM1 thru Sm7 and Section ‘B’. Be sure the original is clearly marked as “Original”. Be sure the original is signed in blue ink (or some color other than black). The original must be submitted as stapled or otherwise similarly bound document. Be sure to provide all requested information in response to each specific question and/or any other request for information, even if the information is considered proprietary or confidential, in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank

B. Be sure the Bid Bond (if required) is attached to the outside front of the “original” submission document.

C. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

SM4. DUPLICATE COPIES (Submit all Pages in Section B.):

A. Refer to Section SM3.C and Section ‘B’ for the required number of complete duplicate copies. Duplicate copies are for information and reference purposes only. A copy will be available to all Offerors and the general public in the Comptroller’s Office after offers have been opened, unless “Public Access Copies” have been submitted in accordance with Sections SM6 and SM7. Each duplicate copy must be a stapled or otherwise similarly bound document. Be certain to include everything as required in Sections SM1 through SM7 and Section ‘B’. Be sure all duplicate copies are clearly marked as “Duplicate.” Failure to provide the required number of complete duplicate copies may result in rejection of your offer at the City’s sole discretion.

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

C. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

SM5. PUBLIC ACCESS TO OFFERS:

A. By signing and submitting an offer in response to this solicitation, the Offeror acknowledges that all documents, information and data submitted in its offer shall be treated as public information, unless otherwise identified as instructed herein. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the offeror’s documents, information and data to any party requesting same without further permission from the Offeror.

B. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

SM6. TWO ‘PUBLIC ACCESS COPIES’ & IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION:

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

- (1) The outside of your offer box, package or envelope;
- (2) The outside front cover of your ‘original’ offer document including all ‘duplicate’ copies; and
- (3) On each applicable page of your ‘original’ and each ‘duplicate’ copy of your offer, indicating that your offer contains proprietary and/or confidential information. Do not claim your entire document as generally being proprietary or confidential.

B. If proprietary/confidential information is included, the Offeror shall also submit two complete additional copies of its offer but with all proprietary/confidential information either excluded or redacted, and reason given. These copies shall be clearly marked on the front cover and on the initial page as “Public Access Copy” and will be used for public review and/or responses to requests for copies of the document(s). Failure to submit these copies shall be grounds for rejection of the offer at the City’s sole discretion.

SM7. GENERAL SUBMISSION COMMENTS:

A. Preparation and submission of an offer in response to this Solicitation plus any subsequent CitiBuy attachments and addenda thereto signifies the Offeror’s knowledge, understanding, acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any subsequent attachments and addenda duly issued. Fancy covers and binders are not necessary, however, the above submittal instructions must be followed (see also Sections SM1 through SM7 and Section ‘B’). The “original” offer shall be typed or printed in ink using the set of documents included in this Solicitation package. “Duplicate” copies must be photo-copied by the Offeror. The “original” offer documents should be signed in blue ink or some color other than black. All “Original” and “Duplicate” Offer responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the offer documents beginning on page B-1 and all documents that follow thereafter.

B. Exceptions, Modifications, Alterations and Deviations:

(1) Do not insert or include any exception, modification, alteration or deviation not previously approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation. Refer also to Sections GC8, GC9, GC10 and Section ‘B’.

(2) Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same where required in Section ‘B’ of each copy of the offer. Otherwise the City shall assume that the Offeror is responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded

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the contract, shall be held to the terms, conditions, specifications and requirements as originally written and contained in this solicitation and any subsequent addenda, the same as if the Offeror had not taken an exception, deviation, modification or alteration. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your offer at the sole discretion of the City of Baltimore. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services:

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

- (1) Has special knowledge about your firm, or
- (2) Has general knowledge about your product/service.

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

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

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

G. All costs to the City shall be included in, and made a part of, the unit offer prices submitted by the Offeror at the time of offer submission, without exception, unless otherwise specified in this document.

H. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.

I. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Offeror/Contractor, either at the time of offer submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

(1) In the event of a discrepancy between a unit price(s), and the extended total prices, the unit prices shall prevail, and the extended total prices will be adjusted accordingly.

J. In the event of a dispute between the Original written offer document and any Duplicate document, or any electronic media, the Original written document shall prevail.

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Note: Bidders are to attach the label below to the box(s), package(s), or envelope(s) (“package”) containing their submission documents. (See “Submission Instructions” for details.) You may make additional copies for use on multiple packages, when ever more than one package is required due the size, volume and required number of duplicate copies of the bid/proposal submission package. It is advised that you number each package to better ensure that all are accounted for (eg: 1 of 3; 2 of 3; 3 of 3; etc.). Also, clearly mark which package contains the “Original” document and the “Bid Bond/Check” (if required).

From: _____

Due Date: _____

Solicitation #B50001560 _____

Solicitation Name: Air Compressors _____

**To: Office of the City Comptroller
City Hall, Room 204
100 North Holliday Street
Baltimore, MD 21202**

BID SUBMISSION

Package #_____ of

General Conditions of Bid, Proposal, and Contract

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

GC1. ORDER OF PRECEDENCE

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

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

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

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

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

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

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

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

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

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

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

(1) For bids of \$100,000 and under: None

(2) For bids over \$100,000: 2% of the total bid.

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

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

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

A. Increase award(s) by 25% within thirty (30) days after award;

B. Reject any or all bids/proposals and/or waive technical defects if, in its judgment, the interest of the City shall so require; and/or

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

GC4. AFFIDAVITS AND BID/PROPOSAL DOCUMENT

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

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

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

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

GC6. FAIR COMPETITION

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

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

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

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

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

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

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

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

GC9. CHANGES TO SPECIFICATIONS

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

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

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

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

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

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

GC13. CLARIFICATION OF PROPOSALS

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

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

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

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

GC14. DELIVERY AND F.O.B. POINT

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

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

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

GC15. LABOR, WAGES, AND WORK SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC18. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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

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

(1) Company name;

(2) Total amount paid to subcontractor; and

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

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

GC19. NOTIFICATION OF AWARD

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

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

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

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

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

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

GC23. PERFORMANCE GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC25. SUBLET OR ASSIGN

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

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

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

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

GC27. GENERAL RESPONSIBILITY OF OFFEROR

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

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

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

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

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

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

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

GC31. GUARANTEE / WARRANTY

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

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

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

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

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

GC32. TERMINATION FOR DEFAULT / CONVENIENCE

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

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

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

clude, under any circumstance, anticipated but unearned profits.

GC33. BILLS OF LADING / DELIVERY TICKETS

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

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

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

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

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

GC35. NONDISCRIMINATION

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

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

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

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

GC37. PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

GC40. AUTHORITY OF THE CITY PURCHASING AGENT

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

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

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

GC41. SUBCONTRACTOR BONDING

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

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

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

GC42. DEBRIEFING OF UNSUCCESSFUL OFFEROR

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

B. Debriefing will

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

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

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

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

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

GC43. PROTESTS

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

B. The written protest should include the following information:

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

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

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

(4) The form of relief requested.

GC44. NOTICE

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

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

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

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

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

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

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

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

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

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

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

B. FAIR LABOR PRACTICES

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

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

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

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

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

B. UNLAWFUL EMPLOYMENT PRACTICES

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

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

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ment or any matter directly or indirectly related to employment;

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

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

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

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

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

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

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

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

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

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

C. ASSURANCE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

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to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non – Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

Bid Documents

Mark as Original or
Duplicate Here

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

Bid/Proposal Information and Affidavit Signature Page

Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Name of Contact Person [IF DIFFERENT FROM ABOVE] _____

Title of Contact Person _____

E-Mail _____ Phone: _____

Federal Social Security Identification Number _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

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

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

AFFIDAVIT IV

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

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

AFFIDAVIT V

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

AFFIDAVIT VI

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

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AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

AFFIDAVIT VIII

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

AFFIDAVIT IX

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

AFFIDAVIT X

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

(Affix Corporate
Seal Here)

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

Date

Title

Witness Name (Typed or Printed)

Witness Signature (Sign in blue ink only.)

Date

Bid Price Sheet

Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone _____

Fax _____ Phone _____

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page as described herein and at the pricing shown below. Bidder shall provide and deliver the following bit items.

Attach a copy of warranty and literature and detailed specifications to demonstrate that the product being offered meets or exceeds the City's minimum requirements.
Delivery to be made within 30 days After Receipt of Order (ARO).

Item #	Part #	Item Description	Unit Price	(×)	Qty.	(=)	Extended Price
1	Airman PD1858-6C1	Air Compressor	\$	(×)	14	(=)	\$ _____

TERMS: _____ Net 30 _____ F.O.B. _____ DELIVERED

Note: Attach signed copies of all of the following:

(Check each item off as you complete it).

1. _____ One "Original" and two "Duplicate" copies of all completed and signed pages and forms contained in Section 'B'.
2. _____ Two "Public Access Copies", if applicable due to confidential information.
3. _____ 'Firms' license or certificate to do business in Maryland.
4. _____ Offeror must attach its guarantee/warranty and literature for all items to its offer submission.

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(Affix
Corporate
Seal Here)

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

Date

Title

Insurance

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

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

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

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

Certificate of Insurance Coverage

Bid submitted by (name of firm): _____

Name of Surety Company _____

Name of Surety Agent _____

Surety Agent's Phone _____

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

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

Check the appropriate box(es) below.

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

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

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

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

Authorized Agent's Signature

Date

Baltimore City's YouthWorks Program

The City has established the Baltimore City YouthWorks program to prepare dependable Baltimore City high school and college students for productive employment that meets the workforce needs of local businesses.

The City wishes to encourage all local contractors, service providers, consultants, vendors, etc. doing business with the City to employ skilled and qualified Baltimore City youth between the ages of 14-21 during the summer of 2008.

Therefore, bidders shall provide the information below in order that they may be contacted by the Mayor's Office of Employment Development regarding joining with the City in reaching its goal of employing Baltimore City's Youth Works referrals, or otherwise assisting the Baltimore City's Youth Works program.

To: Mayor's Office of Employment Development (MOED)

From: _____
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks program.

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

(Each bidder shall fill in this form and include it in the original bid package.)

Baltimore City Residents First

Instruction Sheet

1. Complete the *Baltimore City Residents First* Certification Statement contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the award to schedule a meeting. MOED will assist you with your employment plan, discuss other services provided by MOED and explain the employment report requirements. You will not receive your first payment under the contract until MOED verifies that the meeting has been scheduled.

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

-or-

BCRF@oedworks.com

3. Complete the Employment Reports as requested on June 30th and December 31st during each and every year of the contract and at the end of the contract and submit to:

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

- or -

BCRF@oedworks.com

4. The City will not release a final payment or any and all retainage held by the City until the Employment Reports are submitted.

Baltimore City Residents First

Certification Statement

Contract Title	Contract Number	Contracting Agency	Bid Due Date

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

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$24,999.00 or less.

I, _____, representing _____
(Name and Title) (Name of Bidder)

certify that this contract representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of award to share the workforce plan for this contract. In addition, if there is a need for additional employees, I agree to interview qualified *Baltimore City Residents First*. I agree to submit an Employment Report indicating the number of total workers and number of City residents on payroll as of June 30th and December 31st during each and every year of the contract and at the end of the contract as a condition of release of a final payment or any and all retainage.

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone: _____ Email: _____

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

-or-

BCRF@oedworks.com

Baltimore City Residents First

Employment Report

Contract Title	Contract Number	Contracting Agency	Contract Start Date	Contract End Date

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this Executive Order, contract awardees will complete and submit the Employment Report indicating the number of total workers and the number of City residents on payroll for this contract as of June 30th and December 31st during each and every year of the contract and at the end of the contract and forward a copy to:

Baltimore City Residents First
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205
 - or -
BCRF@oedworks.com

The following information is hereby submitted by the undersigned as its Employment Report for the period:
(please circle one)

December 31, 20__ June 30, 20__ End of Contract Date _____

Position	City Residents	Total Workers
Electricians		
Plumbers, Pipefitters and Steamfitters		
Iron Workers, Structural and Reinforcing		
Carpenters		
Cement Masons		
Laborers		
Power Equipment Operators		
Brick Masons		
Cement Finishers		
Concrete Workers		
Food Service Workers		
Transportation Workers		
Managers		
Clerical		
Other-Specify		
Other-Specify		

Name: _____ Signature: _____

Title: _____ Date: _____

Telephone: _____ Email: _____