

**BALTIMORE REGIONAL COOPERATIVE
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. 206467

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Due Date: 07/25/08, Time: 2:00 PM

Pre-Bid Conference: 06/20/08, Time: 9:30 AM

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

BIDDER CHECK LIST

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

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BALTIMORE REGIONAL COOPERATIVE

General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

and/or other monetary figures shall be in United States dollars.

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in

specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

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

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

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

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

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

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

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

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with

County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

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

6. Terminations

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

6.2 Termination for Default

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

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

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

7. Hold Harmless – Indemnification

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

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

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

8. Minority Business Enterprise (MBE) and Small Business Notice: Although there is no requirement that the Contractor be an MBE, a Women-Owned Enterprise (WBE), or a Small Business, M/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

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

9.2 Bidders desiring to appeal a decision of the Purchasing Bureau must deliver written protests to the Purchasing Bureau within 10 days of notification of award. The Purchasing Agent or designee will review

the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

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

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

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

12. Terms of Contract

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

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

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

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

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

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

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

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

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

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

17.4 Additional Reservations for RFP's

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

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

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

BALTIMORE REGIONAL COOPERATIVE PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGMENT

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

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the March 5, 2004 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

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

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

_____ **The Business is a certified MBE with**

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ **The Business is a certified WBE with**

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ **The Business is not a certified MBE or WBE, however:**

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

_____ ***The Business anticipates utilizing MBE or WBE subcontractors for ____% of the work on the contract.***

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

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

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

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

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

OR

Employer Identification Number

IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual	Sole Proprietor
Corporation	Partnership
Other: (explain)	

CERTIFICATION:

Under penalties of perjury, I certify that:

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

Signature of U.S. Person

Date

SIDE 2

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

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

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

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

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

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



BALTIMORE REGIONAL COOPERATIVE

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

1.2 Certificate of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with a Certificate of Insurance provided by the County, or an exact replica thereof, evidencing the required coverages.

1.3 Baltimore County as Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

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

Minimum Limits of Coverage:

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

2.5 Other

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



BALTIMORE REGIONAL COOPERATIVE CERTIFICATE OF INSURANCE

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

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

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

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

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

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Numbers</u>	<u>Amt. Of Coverage</u>
General Liability			
Automobile Liability			
Worker's Compensation and Employers' Liability			
Valuable Papers and Electronic Data			
Other			

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

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

Name of Insurance Company or Agency

Signature of Authorized Representative of Insurance Company or Agency

Address

Type/Print Name

City, State, Zip Code

Date

Area Code/Telephone No.

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

PERFORMANCE BOND

Principal	Business Address of Principal	
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee BALTIMORE COUNTY, MARYLAND, a body corporate and politic	
Penal Sum of Bond (express in words and figures)		
Description of Contract _____	Date of Contract _____	
Contract No. _____	Date Bond Executed _____	
Proposal or Item No. _____		
KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, THE PRINCIPAL is providing this bond in connection with the Contract for the benefit of the OBLIGEE pursuant to and in accordance with the provisions of the Annotated Code of MD and the Baltimore County Code, as applicable. NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of such modifications to the SURETY being hereby waived, then this obligation to be void; otherwise to remain in full force and effect. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.		
In Presence of: Witness _____	INDIVIDUAL PRINCIPAL as to _____ (SEAL)	
In Presence of: Witness _____ _____ _____ _____	CO-PARTNERSHIP PRINCIPAL _____ Name of Co-Partnership as to by _____ (SEAL) as to by _____ (SEAL) as to by _____ (SEAL) as to by _____ (SEAL)	
ATTEST: By _____ Title _____	CORPORATE PRINCIPAL _____ Name of Corporation By _____ Title _____	Affix Corporate Seal
ATTEST: By _____ Title _____	SURETY _____ By _____ Title _____	Affix Corporate Seal
Approved as to Form and Legal Sufficiency: _____	_____ Business Address of Surety	

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in Maryland	BALTIMORE COUNTY, MARYLAND a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Contract	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL is providing this bond in connection with the Contract for the benefit of the OBLIGEE pursuant to and in accordance with the provisions of the Annotated Code of MD and the Baltimore County Code, as applicable.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor and/or material to the Principal and to any sub-contractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of such modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

Witness	INDIVIDUAL PRINCIPAL
_____	as to _____ (SEAL)
In Presence of:	CO-PARTNERSHIP PRINCIPAL
Witness	_____ (SEAL) (Name of Co-Partnership)
_____	as to by _____ (SEAL)
_____	as to by _____ (SEAL)
_____	as to by _____ (SEAL)
_____	as to by _____ (SEAL)

ATTEST:	CORPORATE PRINCIPAL

	(Name of Corporation)
By _____	By _____
Title _____	Title _____
	Affix Corporate Seal

ATTEST:	SURETY

By _____	By _____
Title _____	Title _____
	Affix Corporate Seal

Approved as to Form and Legal Sufficiency:

County Attorney (Business Address of Surety)
PB-026 Rev. 12/02

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Witness

In Presence of:

Witness

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Name of Corporation _____

By _____

Title _____

Surety _____

By _____

Title _____

Affix
Corporate
Seal

Affix
Corporate
Seal

Business Address of Surety _____

NOTE: Under Corporate Principal, this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

MINORITY BUSINESS ENTERPRISES PARTICIPATION

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE, PURCHASING BUREAU

GENERAL

County Policy: It is the policy of Baltimore County, Maryland that minority business enterprises and women business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole by County funds. A minimum goal of 15% is to be awarded, in the aggregate, to MBE firms, and a minimum goal of 5% is to be awarded, in the aggregate, to WBE firms.

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

DEFINITIONS

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

APPROVED MBE LISTINGS

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

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

BC DPW

Baltimore County Department of Public Works.

BC MBE OFFICER

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

BUSINESS ENTERPRISE

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

COUNTY

Baltimore County, Maryland

COUNTY REPRESENTATIVE

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

MINORITY BUSINESS ENTERPRISE (MBE)

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

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

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

Owned and controlled: A small business which is:

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

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

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

MBE PARTICIPATION PROGRAM

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

Schedule for Participation of Minority Business Enterprises;

Minority Contractor Project Disclosure and Participation Statement;

Minority Contractor Unavailability Certificate (if appropriate);

MDOT

Maryland Department of Transportation.

BIDDER'S ACTION

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

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

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

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

DETERMINATION OF BID RESPONSIVENESS

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

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

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

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

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

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

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

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

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

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

Item Number: _____ Work or Service: _____

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

Contract Begin Date	Contract Completion Date

6. MINORITY FIRM'S SUPERVISION
STAFF TO INCLUDE FOREMEN

Name: _____
 Address: _____
 Cell Ph No.: _____

Title: _____

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

Name _____
 Address _____

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

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

 SIGNATURE – MINORITY FIRM

 Print or Type Name of Firm

 Street Address

 City State Zip Code Date

 Federal Employer Identification Number (FEIN):

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

 SIGNATURE – PRIME CONTRACTOR

 Print or Type Name of Firm

 Street Address

 City State Zip Code Date

 Federal Employer Identification Number (FEIN)

MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT

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

1. PRIME CONTRACTOR – (NAME AND COMPLETE ADDRESS)

2. SOLICITATION NUMBER:

3. SOLICITATION TITLE:

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

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

Item Number: _____ Work or Service: _____

Agreed Dollar Amount for Supplies/Service: \$ _____

Agreed Dollar Amount for Subcontracting: \$ _____

**Contract
Begin Date****Contract
Completion Date**6. MINORITY FIRM'S SUPERVISION
STAFF TO INCLUDE FOREMEN

Name: _____

Address: _____

Cell Ph No.: _____

Title: _____

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

Name _____ %

Address _____

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

THE UNDERSIGNED MINORITY FIRM WILL ENTER INTO A CONTRACT WITH _____
(INSERT PRIME CONTRACTOR)

FOR THE WORK/SERVICE INDICATED ABOVE UPON THE PRIME CONTRACTOR'S EXECUTION OF A CONTRACT WITH BALTIMORE COUNTY. THE UNDERSIGNED MINORITY FIRM HAS BEEN REVIEWED AND APPROVED BY THE STATE OF MARYLAND OR THE CITY OF BALTIMORE AS A MINORITY BUSINESS ENTERPRISE AS OF _____

(Date)

(Certification Number)

SIGNATURE – MINORITY FIRM

Print or Type Name of Firm

Street Address

City

State

Zip Code

Date

Federal Employer Identification Number (FEIN):

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

SIGNATURE – PRIME CONTRACTOR

Print or Type Name of Firm

Street Address

City

State

Zip Code

Date

Federal Employer Identification Number (FEIN)

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

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

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

2. SOLICITATION TITLE

3. SOLICITATION NUMBER \$
4. TOTAL CONTRACT DOLLAR AMOUNT

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

a. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

b. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

c. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$

MINORITY FIRMS TOTAL PERCENTAGE: %

7. THIS FORM PREPARED BY: Full Name Title Date

DO NOT WRITE BELOW THIS LINE – BC USE ONLY

APPROVED: ☐ Yes ☐ No

DATE: _____

SIGNATURE – County Minority Business Enterprise Officer

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

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

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

2. SOLICITATION TITLE

3. SOLICITATION NUMBER 4. \$ TOTAL CONTRACT DOLLAR AMOUNT

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

a. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

b. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

c. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

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

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

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$

MINORITY FIRMS TOTAL PERCENTAGE: %

7. THIS FORM PREPARED BY: Full Name Title Date

DO NOT WRITE BELOW THIS LINE – BC USE ONLY

APPROVED: ☐ Yes ☐ No

DATE: _____

SIGNATURE – County Minority Business Enterprise Officer

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE
Baltimore County, Maryland

1. IT IS HEREBY CERTIFIED THAT THE FIRM OF _____
(Name of Firm)
on _____
Street Address City State Zip Code Date
CONTACTED THE MINORITY BUSINESS ENTERPRISE _____
(Name of Minority Business)
IS SEEKING TO OBTAIN A BID
Street Address City State Zip Code
FOR WORK/SERVICE IN RELATION TO SOLICITATION NUMBER _____.

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

3. FORM OF BID SOUGHT:

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

Name: First Middle Last Title: _____

Street Address City State Zip Code

Signature _____

4. IT IS HEREBY CERTIFIED THAT THE FIRM OF _____
Name of Minority Firm

Street Address City State Zip Code

was offered an opportunity to bid on solicitation number _____ on _____
(Date)

by

_____, _____, _____
(Name) (Title) (Firm Name)

the above statement is a true and accurate account of why the firm of _____
(Name of Minority Firm)

did not submit a bid.

Name

Title

BID REPLY LABEL

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

REQUEST FOR PROPOSAL	
NO. 206467 07/25/08, 2:00 PM ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING BUREAU 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

BE SURE TO SEPARATE THE PRICE PROPOSALS FROM THE TECHNICAL PROPOSALS. PRICE AND TECHNICAL PROPOSALS MUST BE BOUND SEPARATELY SO THAT EVALUATORS CAN REVIEW THE TECHNICAL PROPOSALS WITHOUT KNOWLEDGE OF THE PRICE PROPOSALS.

PLEASE USE THE LABELS BELOW TO CLEARLY MARK THE OUTSIDE OF BOTH THE TECHNICAL PROPOSALS AND PRICE PROPOSALS WITHIN YOUR ENVELOPE OR CARTON.

TECHNICAL PROPOSAL

PRICE PROPOSAL

**BALTIMORE REGIONAL COOPERATIVE
REQUEST FOR PROPOSAL NO. 206467
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

GENERAL CONDITIONS and SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

- 1.1 Baltimore City and Baltimore, Harford and Howard Counties (collectively referred to as the Baltimore Regional Cooperative, "BRC") are entitlement jurisdictions in the Baltimore Metropolitan Statistical Area. In 1995, the BRC contracted with a Offeror to conduct a regional analysis of impediments to fair housing, which are defined in the "Fair Housing Planning Guide", Volume 1 at p. 2.8 as:
 - 1.1.1 Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.
 - 1.1.2 Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.
- 1.2 During the past ten (10) years, the BRC has experienced many changes including but not limited to, changes in demographics and in the housing markets. Thus, the BRC is seeking to engage the services of a qualified Offeror to identify and analyze impediments to fair housing, and to develop an action plan to address the impediments, that are specific to Baltimore City, Baltimore County, Harford County, and Howard County, as well as the impediments to fair housing that are regional.
- 1.3 Each of the jurisdictions has developed and is implementing action plans to address the impediments to fair housing identified in the 1996 AI.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall conduct a comprehensive review of current information and data that impacts availability and accessibility of housing in the BRC and assess public and private conditions that affect and impede housing choice. The analysis of impediments must include, at a minimum, the following:
 - 2.1.1 A review of demographic patterns (using Census and other readily available and accurate data), especially patterns that may indicate whether protected classes are concentrated in particular jurisdictions or within particular sections of one or more jurisdictions within the BRC.
 - 2.1.2 A review and analysis of Home Mortgage Disclosure Act data for the BRC which shall include a review for disparities in rejection rates by race.
 - 2.1.3 A review of housing discrimination testing conducted during the past five (5) years and recommendations for an effective testing program.

- 2.1.4 A review of local laws and ordinances, including zoning laws and land use policies, which may affect the availability of housing for minorities, families with children, and persons with disabilities.
- 2.1.5 A review of public policies and procedures that impact both assisted (including public housing and assistance rendered through the Housing Choice Voucher Program, and private housing and housing related activities.
- 2.1.6 Patterns of occupancy in Housing Choice Voucher assisted, public, and private rental housing.
- 2.1.7 A review of how administrative actions influence the location of public transportation.
- 2.1.8 A review of how administrative actions influence housing and supported housing services for special needs populations, which includes, but is not limited to children aging out of foster care, persons with disabilities, homeless persons, de-institutionalized persons, persons with HIV and AIDS, chemically dependent persons, and the elderly (persons 62 and older).
- 2.1.9 A review of how administrative actions influence housing and supported housing services for immigrants and persons with limited or no English language proficiency.
- 2.1.10 A review of private sector practices that affect the sale or rental of housing and real estate practices.
- 2.1.11 A review of the filing and disposition of housing discrimination complaints and law suits within each jurisdiction.
- 2.1.12 A review of data on the degree of segregation and incidents of racial violence, including hate crimes.
- 2.1.13 A review of actions already underway in the BRC to affirmatively further fair housing.
- 2.1.14 A description of the process to be used to gather data and the sources of the data to be gathered.
- 2.1.15 A process that ensures the consultation and inclusion of groups/individuals that represent special interests such as persons with disabilities, organizations that advocate for persons with disabilities, organization that advocate for persons with limited English language proficiency, civil rights commissions, organizations working with low and moderate income persons, housing advocate groups, housing counseling groups, fair housing organizations, tenants rights organizations, legal services programs, and veterans organizations.
- 2.1.16 Documentation of information provided by those who attend focus groups and planning meetings, to be scheduled throughout the BRC.
- 2.1.17 Preparation of a draft report that shall be submitted on a date to be determined and agreed upon by the selected Contractor and the BRC. The Contractor shall review the report with the representatives designated by the BRC and make the changes and corrections requested by those representatives.

- 2.1.18 The report will clearly outline, in narrative format, with supporting graphics and tables, identified impediments to fair housing, whether the impediment is limited to specific jurisdictions in the BRC or is regional in nature, actions taken or recommended to address the impediments and a method designed to measure results of the actions taken or recommended.
- 2.1.19 The report will include an Action Plan, for identified impediments (in a format approved by the BRC) which shall be prepared in **consultation** with BRC representatives.
- 2.1.20 Completion of the final analysis of impediments report, including the Action Plan, in a format that is satisfactory to the BRC within six (6) months after the notice to proceed. A total of 100 copies of the final report shall be submitted to the BRC. The Contractor shall be responsible for any required changes after completion of the final report, resulting from controllable error, at no additional cost to the BRC. The Contractor shall also submit an electronic version, in MS Word format, of the final report to the designated BRC representatives.
- 2.1.21 Progress meetings will be held every two (2) weeks. The BRC reserves the right to decrease the frequency of meetings.

3. PROPOSAL SUBMISSION REQUIREMENTS

- 3.1 Proposals must contain as much detail as possible pertaining to the firm's capabilities, experience, and approach to the tasks outlined in this proposal.
- 3.2 Technical proposals should specifically address the following:
- 3.2.1 A complete description of the approach that will be taken to meet the outlined scope of services.
- 3.2.2 Resumes of the project team, team leader, and key personnel, who will perform the work described in the proposal.
- 3.2.3 Utilization of Section 3 of the "Housing and Urban Development Act" of 1968. (Included herein)
- 3.2.4 A listing of prior applicable experience in performing projects similar to the one identified in this Request for Proposals.
- 3.2.5 A description of the sources of data that will be reviewed by the firm (firms are encouraged to use data contained in each jurisdiction's recent Consolidated Plans as much as possible and as applicable and, to the extent the firm reviews studies, to review studies that are specific to the jurisdictions in the BRC.
- 3.2.6 Samples of at least one (1) analysis of impediments or comparable study completed by the firm.
- 3.2.7 Work schedule and deliverables.
- 3.3 Pricing (submitted in a separate, sealed envelope)
- 3.3.1 Include the enclosed Pricing Sheet with unit pricing as requested.

- 3.3.2 A financial proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed rates. The following information, at a minimum, should be submitted as part of the financial proposal:
- 3.3.3 A breakdown of direct labor and labor overhead costs with supporting schedule.
- 3.3.4 A breakdown of costs for each identified task.
- 3.3.5 Travel and per diem or subsistence costs, if any, supported by breakdown including destination, duration and purpose.
- 3.3.6 A breakdown of other expenses such as clerical support, direct/indirect material cost and other overhead costs, supplies, etc.
- 3.3.7 A breakdown of fees, including typical billing, (i.e. total cost per hour, additional charges, etc.).
- 3.3.8 The subsequent contract is considered a firm fixed-price contract. The rates proposed above shall remain firm and shall include all charges that may be incurred in fulfilling the terms of this contract.

4. SUBMITTAL PROCESS AND REQUIRED COPIES

- 4.1 Each Offeror shall submit one original, clearly marked as such, and nine (9) copies of the complete proposal, securely sealed, and addressed using the label provided with the RFP package, to the issuing office not later than the date and time previously specified. The cost of preparing proposals is the responsibility of Offeror.
- 4.2 Technical and price proposals are to be mailed together in one package, but the technical and price proposals must be bound separately. There shall be no reference to the price of products and services in the technical proposal. Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for actual delivery of the proposal to the proper County office before the deadline. All timely proposals become the property of the County.
- 4.3 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 4.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed. Staples, clips or rubber bands are preferred to ring binders. Unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 4.5 All proposals are to be submitted affixing the reply label provided by the County. The label must be affixed to a sealed envelope or carton, as appropriate.
- 4.6 Each proposal shall be accompanied by an executed procurement affidavit, which is provided by the County in the solicitation package.

5. PRE-PROPOSAL CONFERENCE A pre-proposal conference is scheduled for Wednesday, June 20, 2008 at 9:30 a.m. at the Baltimore County Purchasing Division, Old Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204.

6. QUESTIONS, INQUIRIES, ADDENDA

- 6.1 Questions will be entertained prior to and at the conference. If it becomes necessary to revise any part of this RFP, addenda and clarifications of the specifications will be posted on the Baltimore County web site at www.baltimorecountymd.gov/purchasing.
- 6.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Bureau. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 6.3 **The deadline for written questions pertaining to this solicitation is ten (10) working days prior to the due date of proposals.**

7. EVALUATION OF OFFERS

- 7.1 A panel appointed by Baltimore County, which will include representatives from each member of the BRC, will evaluate proposals. Other agencies and Offerors of the Government may also examine documents.
- 7.2 Award will be made to the responsible offeror whose proposal best meets the needs of the BRC as set forth herein.
- 7.3 Proposals will be evaluated based on the following criteria in order of their importance:
 - 7.3.1 Plan for developing the analysis of impediments
 - 7.3.2 Experience/Capacity to perform, samples of analysis of impediments
 - 7.3.3 Project team, qualifications of key team members and project manager, Section 3 utilization (included herein)
 - 7.3.4 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.
 - 7.3.5 Price
- 7.4 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the BRC.
- 7.5 This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the BRC may enter into negotiations with Offerors and invite "best and final offers" as deemed to be in the best interest of the BRC. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the BRC's sole discretion.
- 7.6 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiation will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 7.7 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

8. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee in the Purchasing Bureau, 400 Washington Avenue, Room 148, Towson, Maryland. One-weeks notice shall be provided to Offerors in scheduling oral presentations.

9. **OFFEROR QUALIFICATIONS**

9.1 At the option of the BRC, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and that they have, or can obtain the necessary manpower and expertise to ensure delivery within the parameters of this contract.

9.2 Offerors must provide at least one (1) reference (name of contact person and phone number) of a similar sized contract serviced during the past five (5) years.

9.3 The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

10. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

10.1 Each Offeror must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of Baltimore County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Bureau with the bid**. The participation requirements for this procurement are 15% MBE and 5% WBE.

10.2 Copies of payments to W/MBE subcontractors and suppliers shall be submitted to Richard Lee, Minority Business Enterprise Officer, (410) 887-3407. A copy of each W/MBE invoice issued to the Offeror with a payment date indicated shall be adequate verification.

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

11. **"SAMPLE" FORM CONTRACT**

11.1 Baltimore County's form contract is attached as part of this solicitation. The Offeror's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.

11.2 If the Offeror submits an exception, which alters the BRC's risk, liability, exposure in, or the intent of this procurement, Baltimore County reserves the right in its' sole and absolute discretion to deem the Offeror non-responsive.

11.3 All Offerors further understand and agree that Baltimore County will accept no Offeror exceptions to the form contract at any time after submission of the bid response.

12. **ESTIMATED CONTRACT VALUE.** The estimated value group for this contract is between \$80,000 to \$100,000.
13. **FUNDING OUT.** The failure of the any BRC jurisdiction to appropriate sufficient funds in any fiscal year to provide funds for this agreement shall entitle the jurisdiction to terminate this agreement without prior notice to the provider.
14. **AUDITS.** At any time during the normal business hours and as often as the BRC may deem necessary, the Offeror shall make available to and permit inspection by the BRC, its employees or agents, all records information and documentation of the Offeror related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.
15. **INSURANCE.**
- 15.1 The successful offeror will be required to execute a Certificate of Insurance form furnished by the County in accordance with the attached requirements. The successful offeror will have fifteen (15) calendar days to comply with this requirement, excluding Baltimore County holidays and non-work days, if applicable.
- 15.2 The Contractor must maintain the insurance coverages required by Baltimore County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to Baltimore County when required.
16. **BID DEPOSIT REQUIREMENTS**
- 16.1 A bid deposit is required for this solicitation. Failure to submit such check or bond when required will nullify the bid.
- 16.2 Bids must be accompanied by either a certified check, cashier's check, treasurer's check, or U.S. money order for five percent (5%) of the amount of the bid; or a bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond provided by Baltimore County will be acceptable and must be completed by a surety company duly licensed under the laws of the State of Maryland.
- 16.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation and to successful bidders upon execution of the contract(s) and the meeting of bond requirements.
- 16.4 Nonperformance by a successful bidder, or failure to execute the agreement or meet bond requirements within fifteen (15) days after the award, may result in deposit being forfeited to Baltimore County as liquidated damages.
17. **BONDS**
- 17.1 The successful bidder will be required to give both a performance and payment bond each (100) percent of the contract. The successful bidder shall have fifteen (15) calendar days to comply with this requirement. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.
18. **KEY PERSONNEL GUARANTEE.** If during the term of this agreement, the Contractor changes any member of the initial staff presented in their proposal, that member must be replaced by a worker of equal qualifications. Equal qualifications means that the replacement worker's experience and training must be minimally (in terms of time) equal to his/her predecessor's

experience and training background. The Contractor will have thirty (30) days to replace the departed worker. If the Contractor does not comply with this time table, the BRC reserves the right to terminate the contract for as a remedy for default.

19. INVOICING AND PROGRESS PAYMENTS

- 19.1 Invoices must be legible prepared showing the full description and price of work performed. Authorization to pay invoices will be given by the using agency prior to payment of invoices. Invoices must be submitted in duplicate to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204.
- 19.2 Cash Discounts - Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
- 19.3 The Contractor may submit for progress payments for work satisfactorily performed and/or goods, materials, and equipment delivered to the work site. The using agency shall authorize acceptance of any request for a progress payment prior to actual payment of the corresponding invoice. Retainage up to 10% of the value of the progress payment maybe withheld at the sole discretion of the BRC and paid with the succeeding progress payment or upon completion of all work associated with the job.
- 19.4 Baltimore County shall pay the Contractor for work performed by the Contractor and accepted by the BRC. Baltimore County shall invoice the other BRC jurisdictions for their share of the contract price.

**BALTIMORE REGIONAL COOPERATIVE
REQUEST FOR PROPOSAL NO. 206467
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

The successful Responder shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u, and the regulations issued pursuant thereto, as set forth in 24 C. F. R. Part 135, and all applicable rules, directives, and orders issued by HUD thereunder. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low income person residing in the metropolitan areas, and subcontracts in connection with such contracts be awarded to Section 3 covered business concerns which are located in, or owned in substantial part by persons residing in the areas of the project. Responders shall insert the following clause (referred to as Section 3 clause) in any subcontract resulting from a Section 3 covered contract including the proposed contract.

- A. The work to be performed under this contract is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income person; particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violations of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest

extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE STRATEGY

Provide three (3) recent examples of your history of Section 3 compliance in HUD funded mayor projects. Provide data showing numbers and percentages of residents and other Section 3 persons hired or trained on those projects. Provide total project cost, total amount awarded to any Section 3 businesses.

Provide a description of your strategy for complying with the Section 3 requirements. Responders may comply with Section 3 by: a) providing employment and/or training opportunities to residents of HABC public housing and/or other low-income persons for the performance of this contract; b) subcontracting with resident-owned businesses and/or other Section 3 businesses, or a combination of employment, training and/or subcontracting as described above. This requirement applies to Section 3 and non-Section 3 businesses.

If you plan to comply with Section 3 by providing employment and/or training opportunities to residents of HABC public housing and/or other Section 3 persons, provide all information regarding any hiring/training you will be conducting including a description of the employment/training duties, work hours and salaries. Responders are required to submit with their proposals, their workforce requirements for performing the proposed contract regardless of whether additional hiring will occur. If additional hiring will not occur, the Responder must to the greatest extent feasible and consistent with all applicable laws, provide training to Section 3 persons.

If you plan to meet Section 3 requirements by subcontracting with Section 3 businesses, provide the names, addresses and telephone numbers of all Section 3 businesses that will be performing work on this project. Provide a description of the work to be performed by such firms and a proposed percentage of the total contract dollar amount to be awarded to each firm. You must include a letter of intent between your firm and each Section 3 business with which you will subcontract if you are awarded the contract. It is the Responder's responsibility to provide proof that such firms meet the definition of Section 3 business concern as established by HUD. See CFR part 135.5 for definitions of Section 3 business concerns or contact the HABC Fair Housing and Equal Opportunity (FH&EO) Office at 410-396-3246 for additional information.

If you are claiming preference as a Section 3 business concern, you must provide proof of your firm's eligibility for preference as a Section 3 business concern. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact FH&EO for additional information. Firms claiming eligibility for Section 3 preference must also submit a Section 3 compliance strategy.

**BALTIMORE REGIONAL COOPERATIVE
REQUEST FOR PROPOSAL NO. 206467
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
Due Date: 07/25/08, Time: 2:00 P.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE INVITATION TO BID / REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of \$ _____ payable to Baltimore County, Maryland.

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

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

_____ We do not offer this commodity/service.

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

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

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

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

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

**BALTIMORE REGIONAL COOPERATIVE
REQUEST FOR PROPOSAL NO. 206467
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
Due Date: 07/25/08, Time: 2:00 P.M.**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	COMMODITY CODE: 918-63-000000 Consulting Services, Analysis of Impediments to Fair Housing Choice, as per specifications	1	Lot	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

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

**BALTIMORE COUNTY, MARYLAND
CONTRACT**

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

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

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for [services and/or scope of work rendered][goods provided] in accordance with this Agreement, the other attachments hereto (ALL ATTACHMENTS MUST BE DESCRIBED HERE AND PROPERLY LABELED) and if applicable, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

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

2. **Compensation.**

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

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

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

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

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

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

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

3. **Term.**

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

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

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

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

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

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

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

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

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

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

5. **Termination for Convenience.**

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

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

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

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

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

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

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

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

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

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

8. **Remedies for Default.**

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

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

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

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

8.2 **Upon termination of this Agreement for default, the County may elect to pay the Contractor for [services and/or scope of work provided] [goods delivered] up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion.** If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

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

10. **Confidential Information.**

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

11. **Conflict of Interest.**

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

12. **Assignment.**

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

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

13. **Delegation of Duties.**

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

14. **Indemnification.**

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. **Integration and Modification.**

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

16. **Fee Prohibition.**

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

17. **No Partnership.**

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

18. **Governing Law.**

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

19. **Recitals and Conflicting Terms.**

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

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

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

[USE FOR CAPITAL IMPROVEMENT ONLY] [19.4 In the event of a conflict between this Agreement, the Baltimore County Department of Public Works' Standard Specifications For Construction And Materials, and the Standard Details For Construction, the parties hereto agree that the provisions of this Agreement shall prevail.]

20. **Severability.**

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

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

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

22. **Funding.**

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

23. **Counterparts.**

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

24. **Ownership of Goods.**

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

25. **Discrimination Prohibited.**

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

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in

nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

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

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

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

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

[26.2] At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. Contractor shall retain all records, information, and documentation of the Contractor related to this Agreement, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

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

27. **Notice.**

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

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

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

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

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

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

FOR THE CONTRACTOR:
/[Contact Name,
address
telephone number and fax number]

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

FOR THE CONTRACTOR:
[Contact Name,
address
telephone number and fax number]

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

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

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

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

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

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

required by this Agreement, the Procurement Officer, upon review of the Baltimore County Office of Law, may determine the Contractor to be in default of this Agreement.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as, the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

30. **Political Contribution Disclosure Affirmation.**

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

31. **No Waiver, Etc.**

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

32. **Survival.**

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

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

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

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

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

WITNESS: **[INSERT LEGAL NAME OF CONTRACTOR]**
Federal Identification No. _____

By: _____(SEAL)
[Insert Name]
[Insert Title]

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

By: _____ Date
Fred Homan
Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

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

REVIEWED AND APPROVED:

[INSERT DEPT. AND DEPT. HEAD]

BALTIMORE COUNTY COUNCIL

By: _____ Date
Chairman

ATTACHMENT A

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

SAMPLE

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

ATTACHMENT B

[INSURANCE INFORMATION]

SAMPLE

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____
Name:
Title:
(Authorized Representative and Affiant)