

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



REQUEST FOR PROPOSAL NO. P-062

**FOOD SERVICE FOR BALTIMORE COUNTY
DEPARTMENT OF CORRECTIONS, TERM AGREEMENT**

Due Date: 03/23/11, Time: 2:00 PM

Pre-Bid Conference: 03/08/11, Time: 10:00 AM

Dayle Deemer, Staff Buyer

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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?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- ☐ Have you included the electronic version(CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-062
FOOD SERVICE FOR BALTIMORE COUNTY DEPARTMENT OF CORRECTIONS,
TERM AGREEMENT
DUE DATE: 03/23/11, 2:00 P.M.**

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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. 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 Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

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

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

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

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

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

the bid response is authorized to act for and bind the contractor.

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

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

5. Competition

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

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

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

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

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

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

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

6. Terminations

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

to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

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

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

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

7. Hold Harmless – Indemnification

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

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or

demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

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

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

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

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

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and

regulations and policies established or prescribed by the Purchasing Division.

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

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

12. Terms of Contract

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

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

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

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

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

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

any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County requires vendors to register or qualify to do business with Maryland Department of Assessments and Taxation (SDAT) in accordance with the Annotated Code of Maryland, Corporations and Associations Article: §2-102 Formation generally, §7-202 Registration to do interstate and foreign* business, and/or §7-203 Qualification to do intrastate.

17.2 For information on registering or qualifying a corporation, LLC, LLP or LP call SDAT at 410-767-1340. Sole Proprietors and General Partnerships should call 410-767-4991 or you may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html> - entity

17.3 The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT within 10 days of being notified of potential award.

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

18. Eligibility of Candidates for Employment:

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

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

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

19.1 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.

19.2 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.

19.3 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.

19.4 Additional Reservations for RFP's

19.4.1 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.

19.4.2 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.

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

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its 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 **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** 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 Division.

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

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

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

_____ The Business is a certified MBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ 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.

☐ The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.

☐ Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, _____ is requesting a full waiver of the MBE/WBE requirement.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

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



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

1.2 Certificate of Insurance:

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

1.3 Baltimore County as Insured:

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

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

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

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

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

Minimum Limits of Coverage:

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

2.5 Other

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



**BALTIMORE COUNTY, MARYLAND
CERTIFICATE OF INSURANCE**

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

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

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
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, submission of an ACORD form does not satisfy the requirements of this procurement, and in the event of any conflict between this Certificate of Insurance form and any ACORD forms, the terms and conditions of this Baltimore County Certificate of Insurance form shall prevail.

PERFORMANCE BOND

Bond No. _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Penal Sum of Bond (express in words and figures) _____ DOLLARS \$ _____

Contract Name _____

Date of Contract _____ 20 _____

Contract Number _____

Date Bond Executed _____ 20 _____

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 entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid 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 which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

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:**Individual Principal**

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:**Corporate Principal**

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest:**Surety**

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

DOLLARS \$ _____

Penal Sum of Bond (express in words and figures) _____

Contract Name _____

Date of Contract _____ 20 _____

Contract Number _____

Date Bond Executed _____ 20 _____

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 entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor 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 which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

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: _____

Individual Principal _____

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest: _____

Corporate Principal _____

(Name of Corporation) _____

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest: _____

Surety _____

(Name of Surety) _____

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements _____

Office of the County Attorney

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.

BID REPLY LABEL

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

REQUEST FOR PROPOSAL	
NO. P-062 03/23/11, 2:00 PM FOOD SERVICE FOR BALTIMORE COUNTY DEPARTMENT OF CORRECTIONS, TERM AGREEMENT	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 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 COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-062
FOOD SERVICE FOR BALTIMORE COUNTY
DEPARTMENT OF CORRECTIONS, TERM AGREEMENT**

GENERAL CONDITIONS

1. BACKGROUND.

Baltimore County is accepting proposals for on-site Food Preparation Services for the Baltimore County Department of Corrections in Towson, Maryland. The Detention Center houses the male and female population, work release inmates, inmates assigned to special details and inmates serving weekend sentences. Currently, the population as of this request and the average daily population (ADP) for FY11 (thru December 31, 2010) is 1,329. In the prior fiscal year, the ADP was 1,337 for FY10 and 1,363 for FY09. The average daily population does not include inmates on the home detention program, as they are not housed at the Detention Center. The average number of Staff Meals served per week is 550.

2. SCOPE OF SERVICES.

Contractor will provide for full food service operation for inmates, staff, and visitors of the Baltimore County Department of Corrections. Food services will be required three hundred sixty-five (365) days per year (366 in leap year) three (3) times per day as specified by the Department's Director. A detailed Scope of Services is included in the Specifications of this Solicitation.

3. TERM OF AGREEMENT.

- 3.1 The term of this contract shall be for one (1) year beginning on or about July 1, 2011. Baltimore County reserves the right to renew this contract for nine (9) one year options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the contractor that the contract is not renewed.
- 3.2 If price adjustments are requested pursuant to the terms of the contract, the contractor must notify the Baltimore County Purchasing Bureau ninety (90) days prior to the current terms expiration date.
- 3.3 The contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

4. PRE-PROPOSAL CONFERENCE.

- 4.1 A pre-proposal conference is scheduled for Tuesday, March 8, 2011 at 10:00 a.m., at the Baltimore County Detention Center, 720 Bosley Avenue, Towson, MD.
- 4.2 Offerors unable to attend the pre-bid conference shall contact Tim Bruno at the Baltimore County Detention Center 410-887-3412 to arrange for a site visit prior to the proposal due date. Contractors wishing to submit a proposal are required visit the facility prior to submitting a proposal. No exceptions to this requirement will be permitted.
- 4.3 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

5. QUESTIONS AND INQUIRIES; ADDENDA.

- 5.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov/purchasing.

- 5.2 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 Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 5.3 **The deadline for written questions pertaining to this solicitation is seven (7) calendar days prior to the due date of proposals.**

6. **EVALUATION OF OFFERS.**

- 6.1 Award will be made to the responsible offeror whose proposal best meets the needs of the County as set forth herein.
- 6.2 Proposals will be evaluated based on the following criteria, listed in order of importance.
- 6.2.1 Quality of the response demonstrating a comprehensive understanding of the scope of services. Organization, skills and proficiency in providing the required Food Preparation and Services outlined in this Request for Proposal.
- 6.2.2 Demonstrates comprehensive and complete staffing coverage.
- 6.2.3 Demonstrated experience and technical qualification; a minimum of five (5) years experience in food service management in similar facilities.
- 6.2.4 References.
- 6.2.5 A Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) requirement has not been assigned to this procurement. However, points will be assigned if the offeror has achieved MBE/WBE participation.
- 6.2.6 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.
- 6.2.7 Price.
- 6.3 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 County.
- 6.4 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 County may enter into negotiations with offerors and invite "best and final offers" as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County's sole discretion.
- 6.5 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 6.6 Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

7. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

8. **CONTRACTOR QUALIFICATIONS.**

- 8.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 8.2 Bidders/Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- 8.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

9. **SUBMITTAL PROCESS AND REQUIRED COPIES.**

- 9.1 Each offeror shall submit **one original, clearly marked as such, and seven (7) copies** of the complete proposal. The cost of preparing proposals is the responsibility of offerors. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
- 9.2 Proposals must be securely sealed and addressed to the Baltimore County Purchasing Division, 400 Washington Avenue, Room 148, Towson, Maryland 21204 using the label provided in the solicitation package. Copies of the label must be made for multiple packages.
- 9.3 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.
- 9.4 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 9.5 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 if possible; staples, clips or rubber bands are preferred to ring binders, and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 9.6 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Division in the solicitation package.

10. **BID DEPOSIT REQUIREMENTS.**

- 10.1 A bid deposit is required for this bid proposal. Failure to submit such check or bond when required will nullify bid.
- 10.2 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 Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.

- 10.3 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, if applicable.
- 10.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

11. **INSURANCE, BONDS, COMPLIANCES.**

- 11.1 The successful vendor will be required to execute a Certificate of Insurance form furnished by the County in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 11.2 The Insurer must maintain the insurance coverages required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.**
- 11.3 In the event the Vendor changes their insurance carrier, a new Certificate of Insurance (form PB021) must be requested from the County and completed by the new insurance carrier within ten (10) days of the change of policy.
- 11.4 The successful offeror will be required to give both a performance and payment bond each (100) percent of the contract. The successful offeror shall have fifteen (15) days to comply with this requirement. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible offeror.

12. **COUNTY HOLIDAYS.**

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

13. **COOPERATIVE PURCHASE.**

- 13.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 13.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

14. **"SAMPLE" FORM CONTRACT.**

- 14.1 The County's form contract is attached as part of this solicitation. By the act of submitting a proposal, the offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.

- 14.2 The offerors' acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 14.3 If the offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the offeror non-responsive.
15. **PRICES.** Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
16. **ESCALATION.**
- 16.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 16.2 For purposes of this section, "Consumer Price Index" shall mean the *Consumer Price Index-All Urban Consumers-United States Average-Food and Beverage (CPI-U)*, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 16.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase
17. **ESTIMATED CONTRACT VALUE.** The estimated value group for this contract is: F
- | | |
|---|-------------------------------|
| A | Between \$25,000 and \$75,000 |
| B | \$75,001 to \$100,000 |
| C | \$100,001 to \$250,000 |
| D | \$250,001 to \$500,000 |
| E | \$500,001 to \$1,000,000 |
| F | Over \$1,000,000 |
18. **INVOICES.**
- 18.1 Invoices must be legibly prepared and submitted to the County weekly based on the average daily population.
- Invoices shall include the following information:
- Contractor's Name
 - Address
 - Federal tax identification number
 - Number of regular inmate meals (bag lunches should be included in this number)
 - Number of staff meals
 - Number of special catering requests.
- 18.2 Invoices shall be submitted to the Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. 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.
19. **METHOD OF AWARD.** Award will be made on a total lump sum basis. In accordance with Section 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining this award.

20. **CONTRACT APPROVAL.** The Baltimore County Council must approve the contract resulting from this solicitation. The current contract expires June 30, 2011, therefore we are imposing a very strict timeline for the execution of a new contract. A sample contract is attached for review as part of this solicitation, and any exceptions to the contract language must accompany the bid response. Major exceptions to the County's standard contract form may result in rejection of your bid or proposal. The County will prepare a formal contract specific to this solicitation for execution by the successful contractor.
21. **MATERIAL SAFETY DATA SHEET.**
- 21.1 All bidders must submit with their bids Material Safety Data Sheets (MSDS). Prior to awarding the bid, the Safety Office must approve the awardee's MSDS.
22. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **0%**. There is no minority and women business requirement for this solicitation.
- 22.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and returned to the Purchasing Division with the bid if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.
- 22.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 22.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.
- 22.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Damon Hughes at 410-887-3407.
23. **ELECTRONIC VERSION SUBMITTAL.**
- 23.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-062
FOOD SERVICE FOR BALTIMORE COUNTY
DEPARTMENT OF CORRECTIONS, TERM AGREEMENT**

SPECIFICATIONS

1. BACKGROUND.

1.1 Baltimore County is accepting proposals for on-site Food Preparation Services for the Baltimore County Department of Corrections, 720 Bosley Avenue, Towson, Maryland 21204. The Detention Center houses the male and female population, work release inmates, inmates assigned to special details and inmates serving weekend sentences. Currently, the population as of this request and the average daily population (ADP) for FY11 (thru December 31, 2010) is 1,329. In the prior fiscal year, the ADP was 1,337 for FY10 and 1,363 for FY09. The average daily population does not include inmates on the home detention program, as they are not housed at the Detention Center.

1.2 All food is to be prepared on site.

2. SCOPE OF SERVICES.

2.1 Contractor will supply the labor, foodstuffs and preparation materials including sharps, service utensils, dishwashing, sanitation, cleaning supplies and chemicals for food preparation, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary to provide for full food service operation for inmates, staff, and visitors of the Baltimore County Department of Corrections. Food services will be required three hundred sixty-five (365) days per year (366 in leap year) three (3) times per day as specified by the Department's Director.

2.2 Contractor will supply and assume all costs of operation for labor, food, preparation materials including sharps and service utensils, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary for full food service operation. Labor is defined as personnel hired by the Contractor and on Contractor's payroll. The Contractor will pay all wages, fringe benefits and payroll taxes.

2.3 Food and food service contractors and subcontractors will meet all applicable federal, state and local guidelines as prescribed by the National Commission on Correctional Health Care, American Correctional Association, American Medical Association, National Academy of Science and Maryland Commission on Correctional Standards.

2.4 Compliance with the Baltimore County Department of Corrections Directives attached to this solicitation is required.

2.5 Contractor will purchase, receive, store, prepare, produce, and package food to meet the prescribed menu. All foods must be prepared on site.

2.6 Contractor will serve tasty, visually appetizing, wholesome, nutritious, quality food at the correct serving temperature, portion, and at the proper times as designated by the Department's Director.

2.7 The contractor shall also be responsible for training their personnel on the safe and proper usage of the kitchen equipment.

2.8 Vendor shall accept County Penalty Schedule attached to this solicitation.

2.9 Contractor must provide contingency plans to provide service in the face of unforeseen events, i.e., power failure, fire, flood, or a labor walk out which would cripple the normal operation.

2.10 Contractor will provide religious, medical and vegetarian diets described as Special Diets at no additional charge.

3. **SPECIAL DIETS.**

The following Special Diets may be required at any given time during the term of the Contract:

3.1 Medical - The Contractor shall provide a Diet Manual that shall contain the following diets and nutritional analysis. The cost of diet snacks as required by the Medical Department shall be included in the cost Proposal.

3.1.1 Cardiac Diet

Diabetic Diets (all Diabetic Diets will comply with the standards of the American Diabetic Association recommended diets and will only contain low and moderate glycemic foods and will not contain concentrated sweets).

3.1.2 2,200-Calorie Insulin Dependent (snacks included)

3.1.3 2,800-Calorie Insulin Dependent (snacks included)

3.1.4 2,200-Calorie Non-Insulin Dependent (no snacks included)

3.1.5 2,800-Calorie Non-Insulin Dependent (no snacks included)

3.1.6 Carbohydrate Controlled Diet (no snacks included)

3.1.7 High Protein/High Calorie (snack included)

3.1.8 Restricted Protein, Sodium & Potassium (Renal) diet

3.1.9 Pregnancy & Lactation Diet

3.1.10 Age 50+ diet

3.1.11 Gastric Soft Diet

3.1.12 Clear Liquid Diet

3.1.13 Full Liquid (Broken Jaw) Diet

3.1.14 Dental Soft Diet

3.1.15 Bland Diet

3.1.16 Food Allergy Diet:
No Meat
No Seafood
No Dairy
Other

3.2 Religious - Muslim, Orthodox Jewish, Catholic, etc. - non-meat or Kosher.

- 3.3 Holiday - special holiday meals shall be served on Thanksgiving and Christmas and other holiday and religious days. The cost of holiday meals shall be included in the total cost of the proposal. Holiday meals are served at lunch. The regular menu applies the rest of the day.
- 3.4 Vegetarian – a four (4) week menu is required and shall be submitted with the technical proposal
- 3.5 “Special Management Meal” (formerly called Behavior Modification Meal) described in Directive 3.3.09 attached to this solicitation.
- 3.6 The Food Service Director shall be required to maintain diet records for each inmate and meet with the Medical Administrator or designee on a monthly basis to review each inmate’s diet.

4. **MEAL SERVICE SCHEDULE.**

Meals shall be prepared three (3) times per day, with preparation completed and food ready for distribution no later than the times designated. Tray preparation (actually placing food on the trays) shall not occur any earlier than fifteen (15) minutes prior to the beginning of the meal. In the event that regular trays cannot be used, the Contractor, at their expense, shall provide Styrofoam products. Should the use of Styrofoam be required, the Shift Commander shall be notified.

4.1 Inmates

- 4.1.1 Breakfast- 4:15 a.m. to 6:15 a.m.
- 4.1.2 Lunch - 10:15 a.m. to 12:15 p.m.
- 4.1.3 Dinner - 4:00 p.m. to 5: 30 p.m.

There shall be not more than fourteen (14) hours between the evening meal and the breakfast meal except for emergency situations.

Based upon Work Release inmate schedules, early breakfast meals may be required by 3:00 a.m. and shall be that which is listed on the menu. This will be reviewed by the Shift Commander.

4.2 Baltimore County Detention Center Staff Meals

4.2.1 Staff meals shall be served at the following times.

- 4.2.1.1 1st Tour 3:00 a.m. - 6:00 a. m.
- 4.2.1.2 2nd Tour 10:30 a.m. - 1:00 p.m.
- 4.2.1.3 3rd Tour 4:00 p.m. - 6:00 p.m.

4.2.2 BCDC Staff persons requesting a meal shall be required to sign the Staff Meal Form. The number of meals shall be limited to the number of staff signing the form. Additional meals shall not be prepared and the Contractor shall not bill the County for more meals than those listed on the Staff Meal Form. This shall be verified on a weekly basis by the Deputy Director or designee. For staff, all condiments shall be in individual, pre-packaged sizes. The average number of staff meals per week is 550. The cost of staff meals shall be the same as the inmate meals.

4.2.3 BCDC Staff persons shall be given a choice of three (3) different meals for lunch and dinner to include:

4.2.3.1 Inmate meal

4.2.3.2 Salad Bar and Soup

4.2.3.3 A third item as approved by the Deputy Director.

5. **FOOD SERVICE PERSONNEL STAFFING REQUIREMENTS.**

5.1 Contractor must provide adequate food service personnel 365 (366 leap years) days per year for a successful operation. At a minimum, staffing shall include one (1) Food Service Director, one (1) Food Service Manager and at least three (3) Cook supervisors present and supervising the preparation of three (3) meals. When an employee fails to report due to illness or emergency, a replacement must be available within two (2) hours from when the shift started. *With the proposal, the offeror should include a two (2) week staffing schedule. There should be staff on schedule for an entire twenty-four (24) hour period.*

5.2 **The County will supply two (2) Correctional Dietary Staff to be determined by the Director to work within the kitchen.**

5.3 Should the Food Service Director or Food Service Manager positions become vacant, at any time the Contractor shall have twenty-one (21) calendar days to fill the position but shall immediately appoint an Acting Director. Should the position remain unfilled after the 21-day period, the Contractor shall pay the County \$1,000 and \$100 per day thereafter until the position is filled by an individual acceptable to the County. The Director shall have the power to waive this fine or extend the time period in which the vacancy must be filled following a consultation with the Food Service Director or Manager.

5.4 The Contractor shall provide a breakdown of employees' salaries by direct labor rate per hour and loaded rate per hour with the signed County Contract. The Deputy Director shall be provided the actual hourly and loaded rate for each employee hired at the time they begin employment.

5.5 The Contractor shall provide the Director a new hourly and loaded rate every six (6) months of the Contract.

6. **FOOD QUALITY REQUIREMENTS.**

6.1 A statement of nutritional adequacy, prepared by a registered dietician, detailing the caloric and nutritional content of the menu, will be included in the bid proposal.

6.2 All foods served shall be wholesome and free from spoilage and decay. Uncooked items such as fruits and vegetables shall be clean and free from blemishes.

6.3 Cooking temperatures and cooking time shall be regulated in order to retain nutrients and to serve palatable and attractive food.

6.4 All food items purchased by the Contractor in connection with this Contract shall meet and comply with all Local, County, and State Codes, Regulations and Laws and be from approved sources.

6.5 All institutional meat purchases shall meet the "General Requirements" as formulated by the U. S. Department of Agriculture. All applicable items shall have grading certificates.

6.6 All deliveries of potentially hazardous foods shall conform to the Maryland State Department of Health and Mental Hygiene regulations governing temperature maintenance during transportation.

6.7 Grade minimums and standards for food items shall be as follows:

6.7.1 Seafood

6.7.1.1 All seafood shall be of the best quality and fresh chilled or frozen, and must conform to all standards and regulations of any Health Department or agency having jurisdiction over the processing, packing, sale, transportation or distribution of seafood.

6.7.2 Poultry- United States Department of Agriculture Grade A or better.

6.7.2.1 All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better.

6.7.3 Meats. All meats shall have been inspected and passed by the U.S.D.A. and shall be graded as follows:

6.7.3.1 Beef - U.S.D.A. Grade A or better

6.7.3.2 Ground beef- U.S.D.A. Utility or better not to exceed 25% fat.

6.7.3.3 Grading certificate must be provided where required.

6.7.4 Fruits and Vegetables (Canned) Extra Standard or better

6.7.4.1 All canned food shall be USDA inspected and no less than Grade A or Extra Standard; except that Grade B may be used for soups, stews, purees and similar items.

6.7.5 Eggs U.S.D.A. Grade A medium

6.7.5.1 All fresh shell eggs shall be USDA Grade A medium or better. All fresh, liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. All cans and packages must bear the USDA seal showing the date of inspection. Frozen Eggs once thawed, must be used and may not be refrozen.

6.7.6 Fruits and Vegetables (Fresh) - USDA No. 1

6.7.6.1 All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetables and its use in preparation of finished products.

6.7.7 Dairy Products and Cheese -USDA Grade A

6.7.7.1 All dairy products must conform with Maryland State Department of Health and Mental Hygiene standards. Fluid milk must contain a minimum of 400 IU of Vitamin D and 2,000 IU of Vitamin A per quart.

6.7.8 Frozen Foods

6.7.8.1 All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA.

6.7.9 The Deputy Director or his/her designee shall make regular unannounced inspections of food items to ensure the food labels meet or exceed grade minimums.

7. **REGULAR MENU.**

- 7.1 Contractor shall submit a 3,200 calorie-per-day menu, along with a nutritional analysis that meets or exceeds all applicable guidelines. The menu and analysis shall be approved and dated by a registered dietician. Changes may be made to this menu on a seasonal or otherwise designated basis, as agreed upon by the Department's Director or his/her designee and the Contractor.
- 7.2 Menu cycle will run no less than four (4) weeks (28 days). Menus shall be planned in advance by the Contractor and shall follow the four (4) week cycle pattern for the period planned. Menus for the period covered shall provide sufficient variety and should be designed with the inmate population in mind.
- 7.3 Proposed menus shall be submitted to the Deputy Director for review and approval at least fifteen (15) days in advance before the first effective day of the menu.
- 7.4 Items which are disapproved by the Deputy Director shall not be served. Contractor will provide alternatives to rejected items within five (5) days to the Deputy Director for approval. Pork or pork byproducts may not be served to the inmate population, but may be served to Staff.
- 7.5 Portion sizes will be specified on the proposed menus and will be cooked weight or identified as raw weight.
- 7.6 Minimum condiments selection shall be as follows:
- ITEMS:
1. Pancake syrup
 2. Jam, jelly or preserves
 3. Margarine
 4. Catsup
 5. Mustard
 6. Mayonnaise (real)
 7. Salad Dressing (variety)
 8. Onion, relish, tartar sauce
 9. Salt and Pepper in individual packs
 10. Sugar packets
- 7.7 The menu shall be evaluated on a quarterly basis by the Director or his/her designee. Changes shall be incorporated into the menu and approved by a registered dietician within thirty (30) days.
- 7.8 The Contractor shall keep the ingredient and nutrient analysis/recipe information on file for all prepared menu items purchased for the meal service.
- 7.9 Menu Changes. Menu changes for any reason shall be approved in advance by the Deputy Director or in his/her absence the Shift Captain or in his/her absence the Shift Commander/Shift Sergeant. In relation to the Performance Requirements regarding this issue, the only acceptable reasons for a menu change are:
- 7.9.1 Late delivery of food and dry stores.
- 7.9.2 Unexpected population surge of fifty (50) or more.
- 7.9.3 Malfunctioning equipment ruined food preparation.
- 7.9.4 Power outage or natural disaster.

- 7.10 The Contractor shall submit a written justification for any menu change on the same date it occurs to the Food service Monitor. This report shall include the name of the facility employee contacted regarding the change.
- 7.11 Specific menu concerns:
 - 7.11.1 Bread products shall be listed as the number being served, i.e., 2 rolls, 2 slices, etc.
 - 7.11.2 Three (3) ounces of breakfast meat shall be served at each breakfast meal when meat is served.
 - 7.11.3 Casseroles should be served to ensure that each tray receives an equal amount of contents in the casserole.
 - 7.11.4 The menu should include non-processed cuts of meat, i.e., roast beef, chicken leg quarters or breast at least once a week.
 - 7.11.5 Menus shall not develop patterns of products over several days, i.e., casseroles, patties, eggs, rice, etc. These items shall be separated to ensure inmates do not receive items two and three days in a row.
 - 7.11.6 Fresh fruit and vegetables are to be relatively unblemished and of an appropriate taste. Lettuce will not be wilted or brown in color either due to age or manner of storage.
 - 7.11.7 Bag lunches for inmates attending courts, working on County supervised jobs, or assigned to work release shall include a minimum of two (2) sandwiches (2 oz of meat and 1 oz of cheese) or one peanut butter (2 oz) and jelly (1 oz), 1/2 pint fruit drink and fruit or dessert, and shall be equal to the caloric content of a regular meal. Whole fruit should not be included in the lunches designated for court.

8. **MEAL QUALITY.**

- 8.1 The Shift Commander shall review and sample each meal served to ensure it is acceptable and conforms to the menu. Any meal found unacceptable, e.g., taste or manner prepared (uncooked) shall be refused by the Shift Commander and brought to the attention of the Food Service Manager or Cook on Duty. When appropriate, the meal may be re-prepared to correct the problem as long as such preparation conforms to food service guidelines regarding the same. When this is not possible, the Shift Commander shall direct the Food Service Manager or Cook on duty to replace the unacceptable portion of the meal with a substitute item. All actions taken shall be documented in a general information report to Deputy Director and the Food Service Monitor.
- 8.2 Any meal found unacceptable by an inmate(s) shall be reported by the Correctional Officer on the post to the Shift Commander and the Food Service Manager or Cook on Duty. When the meal is determined to be unacceptable by the Shift Commander or the Food Service Employee, it shall be replaced with the same item that is acceptable or a substitute, if necessary.
- 8.3 Any meal found to be unacceptable shall be replaced at no cost to the County. Where more than fifty (50) trays are replaced, and the decision to do so is not one of convenience as determined by the Shift Commander, the Contractor shall be considered as not conforming to the performance requirements.

9. **AUDITS.**

- 9.1 The Contractor shall comply with all standards as required by the Maryland Commission on Correctional Standards (MCCS), and the Department's policies and procedures.

- 9.2 Failure to meet any standard of the Maryland Commission on Correctional Standards during the formal audit, shall be considered non-performance of Contractor's duties.

10. **CONTRACTOR PERSONNEL.**

- 10.1 All personnel shall meet the minimum requirements established by the Baltimore County Department of Corrections, Maryland Commission on Correctional Standards and American Correctional Association.
- 10.2 All employees shall be twenty-one (21) years of age or older.
- 10.3 The Contractor will provide a trained Food Service Director, with Correctional Food Service experience, who will work in conjunction with the Deputy Director and Food Service Monitor. The Director and all other employees of the Contractor will be subject to review and approval by the Director and Deputy Director of the Baltimore County Department of Corrections. All personnel shall be required to pass a background investigation conducted by the Applicant Unit of the Department of Corrections as a prerequisite for initial and/or continued employment prior to starting employment.
- 10.4 All personnel shall comply with current and future State, Federal, and local laws and regulations, court orders, administrative regulations, administrative directives and policies and procedures of the Baltimore County Department of Corrections.
- 10.5 The Contractor shall immediately replace or provide required coverage for any employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude or discourtesy, or is deemed unsatisfactory by the Administrator or his/her designee.
- 10.6 The Contractor shall initiate a random drug testing program of its personnel that requires at least one (1) test per year per employee and submit an annual report to the Department's Director confirming that it has occurred. Whenever a positive test occurs, the Director and the Deputy Administrator will be notified.
- 10.7 Food Service personnel employed by the Contractor will be properly attired in a clean uniform, including shirt, pants, hat or hairnet and disposable plastic gloves. Contractor shall provide uniforms, hair coverings and plastic gloves to its personnel. Contractor shall also provide hair coverings and plastic gloves to inmate food workers. Hair restraints shall be worn by all food service workers during the time they are performing their duties.
- 10.8 Contractor will maintain a properly selected and trained staff at all times serving high quality, properly prepared food at the correct temperature, and portion, within quality guidelines and in the most efficient manner.
- 10.9 Contractor will demonstrate that it is an equal opportunity employer having declared a policy of non-discrimination stating that it will take affirmative action to maintain and promote non-discrimination to race, color, religion, national origin, sex, or age in all phases and levels of employment, including the use of facilities, in accordance with the Civil Rights of 1964 and executive orders thereunder.
- 10.10 All employees of the Contractor will undergo an initial orientation period offered by the Contracting Agency and will be obligated to adhere to all agency policies and procedures. The employee shall not be permitted to work independently until the Contractor determines the employee is properly trained and so advises the Deputy Director or his/her designee in writing.
- 10.11 All employees of the Contractor, including inmate labor, will be required to undergo annual physical examinations as prescribed by the Maryland Commission on Correctional Standards or local

regulations. PPD tests will be required prior to employment and annually thereafter. Annual examination and tests will be conducted each year.

- 10.12 Contracting Agency will provide sufficient levels of inmate labor at the times and location necessary to assure efficient food service operations. In the event of a total-in, the Contracting Agency will provide Correctional Officers to perform service.

11. **ADMINISTRATION.**

- 11.1 The Contractor shall be responsible for ensuring its staff report any problems or any unusual incidents to the Deputy Director via the Food Service Manager, Food Service , Shift Commander and Shift Captain.
- 11.2 The Contractor shall provide a cellular phone or pager to the Food Service Director and Food Service Manager at no cost to the County. Since cell phone usage is prohibited inside the Detention Center, this equipment is to be used only to contact the Food Service Director while out of the Detention Center facility. In the absence of the Director or the Manager, Contractor shall designate an employee to act in his/her place and wear the cell phone or pager as noted above. The Contractor shall not bill the County any extra for any employee placed in an acting position.
- 11.3 The Contractor shall ensure that the Food Service Director or designee attends the administrative meetings conducted on Monday and Friday of each week by the Director. The Food Service Director or designee shall present any operational problems that need to be addressed. The Food Service Director or designee may be required to attend other staff meetings help periodically.
- 11.4 The Contractor shall ensure the Food Service Director advises the Deputy Director or designee whenever the Contractor is unable to provide or maintain the level of services required by the Contract.
- 11.5 A monthly meeting shall be held between Detention Facility Officials, facility staff and appropriate Contractor personnel to review significant issues and changes, and to provide feedback relative to the Food Service Program, so that any deficiencies or recommendations may be acted upon.
- 11.6 The Contractor shall specifically comply with all standards promulgated by the Maryland Commission on Correctional Standards and Baltimore County Department of Corrections Policy and Procedure, especially those related to food service. The applicable standards and policies are:

MCCS:

Menu Approval
Frequency of Meals
Health Inspection
Dietary Hygiene Practices
Dietary Medical Screening
Special Diets
Use of Food as Punishment/Reward
Supervision of Food Services
Weekly Inspections
Kitchen Utensils
Toxic, Caustic & Flammable Materials

12. **SECURITY.**

- 12.1 Contractor's personnel shall be subject to all security regulations and procedures at the Baltimore County Department of Corrections.

- 12.2 The Department's Director or Deputy Director may restrict any employee's access to the Facility due to security concerns or policy violation.

13. **HEALTH DEPARTMENT INSPECTIONS.**

- 13.1 The Contractor shall be inspected by the County Health Department as necessary. These inspections are unannounced and are either required by State statute or may be the result of a complaint received from an anonymous source.
- 13.2 The Food Service Manager, or in his/her absence, the Cook on duty, will escort the Health Department Official on any inspection. Additionally, the Food Service employee shall ensure the Deputy Administrator and the Food Service Monitor is notified of any inspection prior to its initiation.
- 13.3 The Contractor is expected to maintain appropriate management practices to ensure a passing score at any inspection. Should, at any time, the food service area fail a Health Inspection, either before or after the corrected inspection, the Contractor shall be considered in non-performance of its duties, except if failures are due to problems with the physical plant or kitchen equipment, where the Contractor has reported same as problems by Incident Report or Work Repair Orders and the corrections have not yet been completed.

14. **SANITATION.**

- 14.1 The Contractor shall be expected to ensure appropriate levels of sanitation are maintained at all times to maintain Health Department standards.
- 14.2 The Contractor shall be responsible for the cleanliness of all food preparation and service areas equipment. All such areas shall be cleaned daily and the Contractor shall provide detailed policies to ensure this is completed.
- 14.3 The County shall conduct a weekly inspection of all food preparation and service areas and equipment. This inspection shall be recorded on an approved form that shall be reviewed with the Food Service Manager at the Quality Assurance Meetings or as necessary.
- 14.4 All surfaces shall be washed and cleaned to include, tables and chairs in the staff dining room, floors and floor drains in the kitchen, food preparation areas, storage areas, dishwashing and rest rooms to the satisfaction of the Department.
- 14.5 Trash and food service debris generated by food production or service shall be removed from the building within one (1) hour after meal service. All trash and debris shall be placed in the receptacles or compactor provided by County.
- 14.6 The Contractor is to provide routine scheduled cleaning and maintenance of grease traps, and disposal of grease in accordance with the Health Department regulations, exhaust hood ducts and risers from the hood to the mechanical exhaust fan on the building's exterior and fire suppression systems to include periodic testing to ensure code compliance.
- 14.7 The Contractor is to develop a monthly facility sanitation maintenance schedule that designates the frequency and responsibility for the cleaning of all food service areas and equipment. A copy of a plan is to be delivered to the department within thirty (30) days of the commencement of service.

15. **UTENSIL INVENTORY AND INSPECTION.**

- 15.1 The Contractor shall adhere to all Maryland Commission on Correctional Standards and American Correctional Association standards regarding the issuance, use and control of sharp instruments and other kitchen equipment.
- 15.2 The Contractor will conduct an inventory of all sharp utensils at the beginning of each shift and at the end of each day and record same on the designated form, in accordance with The Baltimore County Department of Corrections Policy.
- 15.3 The Contractor shall conduct an inventory of all utensils at the beginning of each day and at the end of each day in accordance with the Department's policy.
- 15.4 The Contractor shall inventory all cleaning equipment such as brooms, mops, mop handles, dustpans, etc., at the beginning and end of each shift and record said inventory on the designated form. All broken cleaning equipment shall be turned in immediately to the Loading Dock Officer accompanied by a general information report.
- 15.5 The Contractor shall conduct a recorded monthly inventory and inspection of all kitchen utensils, cleaning equipment and destroy any damaged utensils in accordance with the Department's policy.

16. **ORIENTATION TO NEW EMPLOYEES.**

- 16.1 The Contractor shall be responsible for ensuring all new food service personnel are provided with documented orientation regarding food services on site at the Baltimore County Department of Corrections.
- 16.2 All employees shall be required to complete the Baltimore County Department of Corrections Orientation Program provided by the Department's Training Unit prior to starting employment. It shall be the Food Service Manager's responsibility to schedule this through the Training Unit Supervisor.

13. **PERFORMANCE CRITERIA.**

- 13.1 Performance shall be monitored by the Deputy Director or his/her designee on a monthly basis. Failure to meet the criteria listed, at any time, or as designated, shall result in the Contractor being responsible for the Non-Performance Penalty for each instance. The Deputy Director or his/her designee shall document each penalty, and forward same to the Director, Food Service Director and Food Service Manager. The Director shall have the power to waive any Non-Performance Penalty assessed to the Contractor. After the Director's review, any remaining penalties assessed shall be deducted from the next week's invoice from the Contractor.
- 13.2 Specifications for Performance Criteria not detailed in this RFP, the Maryland Commission on Correctional Standards, the Baltimore County Department of Corrections Policy and Procedures Manual, the Contractor's Standard Operating Procedures shall be negotiated between Contractor and the Deputy Director within the first thirty (30) days of the Contract. Any violations occurring after that date and within the time frame listed in the Penalty Schedule shall be determined by the Deputy Director and shall not be open to interpretation or disagreement by the Contractor.

14. **CONTRACTOR RESPONSIBILITIES.**

- 14.1 The Contractor and Contractor's employees will perform the services and work specified using all safety precautions to protect the Contractor, its employees, the County's personnel, property and inmate population. All serving tools and equipment will be stored in a secure and safe manner at a location designated by the County.

- 14.2 The physical facilities made available to the Contractor with operations under this Contract will not be used in connection with operations not relating to or included under this Contract.
- 14.3 The Contractor shall accept the County Penalty Schedule (Attachment A).
- 14.4 The Contractor must maintain a complete and accurate record of food service.
- 14.5 The Contractor must provide the staff, and prepare food and beverages for the following Department of Corrections functions:
 - 14.5.1 Holiday Luncheon – December / 350-400 people
 - 14.5.2 Awards Ceremony (off site) – December / 150 people
 - 14.5.3 Correctional Officer Week Cookout – May / 400 people

(Prices will be negotiated at the time of each function.)

15. **COUNTY RESPONSIBILITIES.**

- 15.1 Provide installation, maintenance and repairs of all equipment purchased by the County.
- 15.2 Maintain and repair the physical structure in areas assigned to the Contractor, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work and exhaust fans for hoods, floor and floor coverings, walls and ceilings provided that the Contractor shall bear the expense of repairs necessary because of Contractor's or Contractor's paid employees' negligence.
- 15.3 Provide all utilities necessary for the operation and performance of the specifications outlined herein.
- 15.4 Provide adequate security for all food service areas.
- 15.5 Provide pest control for all areas assigned to the Contractor.
- 15.6 Provide laundry services for hot pads, towels, etc., used in the food service operations. This does not include Contractor-Supplied uniforms. Contractor and Contractor's employees will be responsible for the cleaning and pressing of their uniforms.
- 15.7 Ensure adequate trash removal facilities and services as deemed necessary to maintain appropriate standards of sanitation.
- 15.8 Ensure adequate ingress and egress, including reasonable use of existing elevators, corridors, passageways, driveways, loading platforms and storage space.
- 15.9 Provide adequate levels of inmate labor at all times; clean uniforms and physical examinations for those inmates assigned to the food service area.
- 15.10 Provide security escorts to and from the housing unit for inmates assigned to the food service area.
- 15.11 Develop an in-house policy; to be approved by the department that most appropriately facilitates the issuance of accurate meal counts in a reasonable manner.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-062
FOOD SERVICE FOR BALTIMORE COUNTY DEPARTMENT OF CORRECTIONS, TERM AGREEMENT
DUE DATE: 03/23/11, 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 REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

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

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-062
FOOD SERVICE FOR BALTIMORE COUNTY
DEPARTMENT OF CORRECTIONS, TERM AGREEMENT
DUE DATE: 03/23/11, 2:00 P.M.**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL		
LINE NO.	COMMODITY/SERVICE DESCRIPTION	NUMBER OF INMATES	UNIT	PRICE PER MEAL
1	COMMODITY CODE: 961-38-032923 Food preparation services for the department of corrections to include inmates, staff, and officers, three (3) times per day, 365 days per year. Based on the following sliding scale pricing:	1000 – 1049	INMATE	\$ _____
		1050 – 1099	INMATE	\$ _____
		1100 – 1149	INMATE	\$ _____
		1150 – 1199	INMATE	\$ _____
		1200 – 1249	INMATE	\$ _____
		1250 - 1299	INMATE	\$ _____
		1300 - 1349	INMATE	\$ _____
		1350 - 1399	INMATE	\$ _____
		1400 - 1449	INMATE	\$ _____
		1450 - 1499	INMATE	\$ _____
		1500 - OVER	INMATE	\$ _____

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 DIVISION 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)