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



# **REQUEST FOR BID NO. B-1000355**

# PRISONER TRANSPORTATION SERVICES, TERM CONTRACT

Due Date: 03/12/2025, Time: 2:00 PM

Pre-Bid Conference: 02/20/2025, Time: 11:00 AM

# Submit bids electronically to: bid@baltimorecountymd.gov

CHRISTINE CARPENTER, C.M.P.O., STAFF BUYER ccarpenter@baltimorecountymd.gov

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 (<a href="https://www.baltimorecountymd.gov/purchasing">www.baltimorecountymd.gov/purchasing</a>) 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 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)

# BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-10000355 PRISONER TRANSPORTAION SERVICES, TERM CONTRACT

# TABLE OF CONTENTS

ı	General	Instructions	for Solicitations
	. General	THEILUCHOUS	TOL SOUGHAHOUS

- 1. Instructions, Forms and Specifications
- 2. Award of Solicitations
- Reservations
- 4. Delivery
- 5. Competition
- 6. Terminations
- 7. Hold Harmless Indemnification
- 8. Minority Business Enterprise (MBE) and Small Business Notice
- 9. Authority
- 10. HIPAA (Health Insurance Portability and Accountability Act)
- 11. Reports
- 12. Terms of Contract
- 13. Severability
- 14. Counterparts
- 15. Survival
- 16. No Waiver, Etc.
- 17. Maryland Registration / Qualification Requirements
- 18. Eligibility of Candidates for Employment
- 19. Warranty
- 20. American Manufactured Goods Required for Public Works

# II. Procurement Affidavit

- III. First Source Hiring Agreement Overview Acknowledgement
- IV. Taxpayer Identification Number (TIN) and Certification
- V. Insurance Provisions
- VI. Performance Bond
- VII. Payment Bond
- VIII. Bid Bond
- IX. General Conditions
- X. Specifications
- XI. Bid Signature Cover Page
- XII. Price Sheets

# 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 Division of Procurement Services. All bids must be submitted electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the SOLICITATION TITLE in the subject line of the email. 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 Division of Procurement Services. 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 Procurement Services 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 Division of Procurement Services. 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 Division of Procurement Services.
- 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 Division of Procurement Services 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 Division of Procurement Services will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.
- 1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.
- 1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

- 1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.
- 1.9 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

# 2. Award of Solicitations

- 2.1 Any award pursuant to Requests for 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, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665 or via email to <a href="mailto:disbursement@baltimorecountymd.gov">disbursement@baltimorecountymd.gov</a> with vendor name in the subject line. 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 Procurement Services 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 Division of Procurement Services. 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.

Minority/Women's **Business Enterprise** 8. (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses bid on current solicitations as a prime or subcontractor. In accordance with the Executive Order 2022-005 dated December 6, 2022, "an overall goal of 23% 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." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. 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 Procurement Services Agent or authorized representative shall be final and binding on both parties. The Procurement Services 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 Division of Procurement Services must deliver written protests to the Division of Procurement Services within 10 days of notification of award. The Procurement Services 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 Division of Procurement Services.
- **10. HIPAA**: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

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

# 12. Terms of Contract

- 12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.
- 12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.
- 12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
- **13. Severability:** If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
- **14. Counterparts:** The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.
- **15. Survival:** The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.
- **16. No Waiver, Etc.:** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

# 17. Maryland Registration / Qualification Requirements:

- 17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.
- 17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <a href="https://businessexpress.maryland.gov/">https://businessexpress.maryland.gov/</a>. If you need additional assistance call (410) 767-1184.
- 17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Noncompliance to this section may result in a delay in contract award or rejection of a bid.

# 18. Eligibility of Candidates for Employment:

- 18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- 18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

# 19. Warranty:

- 19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.
- 19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- 19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

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

# 20. American Manufactured Goods Required for Public Works:

- 20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.
- 20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.
- 20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

# BALTIMORE COUNTY, MARYLAND PROCUREMENT AFFIDAVIT

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:	
I am the [title]	and I am duly authorized to represent and bind
[business name]	(the "Business") and that I possess the legal
authority to make this Affidavit on behalf of myself and the Business	s 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 bor performing contracts with public bodies (as is defined in Section Article of the Annotated Code of Maryland), has been convicted of, pursuant to Article 27, Section 6-225 of the Criminal Procedure Article 27, Sect	16-101(f) of the State Finance and Procurement or has had probation before judgment imposed ticle of the Annotated Code of Maryland, or has a conspiracy to bribe in violation of Maryland [indicate the reasons why the affirmation cannot before judgment with the date, court, official or

# 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 administrat name(s) of the person(s) involved and their current positions and respon of any debarment!	
of any debarment]:	

# D. AFFIRMATION REGARDING DEBARMENT

# I FURTHER AFFIRM THAT:

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

\_\_\_\_\_

# \_\_\_\_\_·

# E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

### I FURTHER AFFIRM THAT:

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

\_\_\_\_\_\_

\_\_\_\_\_·

# F. SUB-CONTRACT AFFIRMATION

# I FURTHER AFFIRM THAT:

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

# G. AFFIRMATION REGARDING COLLUSION

# I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

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

# H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

# I FURTHER AFFIRM THAT:

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

### I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

(1)	The business was formed in the State of (Insert State Name):
(2)	The Business is a ( <i>please select one</i> ):
	□ Corporation
	□ Partnership
	□ Limited Liability Company
	□ Limited Liability Partnership
	□ Sole Proprietor
	□ Other:
	(If sole proprietor #3 below does not apply, continue to #4.)
(3)	Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT")
	in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?
	□Yes □ No
	a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its
	annual reports, together with filing fees? □Yes □ No
	b. Resident Agent as shown in SDAT:
	Name:
	Address:
	c. If not, is the business in good standing in the formed in State of origination? □Yes □ No

# 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.

-paid all withholding taxes due the State of Maryland prior to final settlement?

□Yes □ No

# K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

# I FURTHER AFFIRM THAT:

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

- (1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.
- (2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.
- (3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.
- (5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.
- (6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

# L. FOREIGN CONTRACTS DISCLOSURES

# I FURTHER AFFIRM THAT:

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

a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and b. If the services under the contract are anticipated to be performed outside the United States: Where the services will be performed; and d. The reasons why it is necessary or advantageous to perform the services outside the United Indicate below whether or not the Business has information to disclose. (You must check one of these) [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States. [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States. i. The services will be performed in the following location: ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): **AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN** I FURTHER AFFIRM THAT: At the time the bid/proposal is submitted, or if the contract is renewed, the Business: Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article; or Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article. If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran. **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.

(3)

ii.

M.

N.

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



# **First Source Hiring Agreement Overview**

# What is First Source Hiring?

Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County's investment in contracts or public works; or by business activity that requires approval by the County's Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

# Which businesses can participate in First Source Hiring?

- 1. Businesses who have leases with the County or on County property; or,
- 2. Businesses with County contracts for goods, services, and grants under \$300,000 which are projected to create new jobs/positions to fulfill contract terms

# How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates.

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange a statewide job database and candidate matching platform

- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts

# I'd like to participate in First Source Hiring...Where do I start?

**Step #1:** Register your business with the <u>Maryland Workforce Exchange</u>. This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

**Step #2:** Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County under \$300,000 are required to project the number of job openings they expect during the contract period. After registering your business with <a href="Maryland Workforce Exchange">Maryland Workforce Exchange</a>, complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at <a href="mairylinetricontempleting-baltimorecountymd.gov">firstsourcehire@baltimorecountymd.gov</a>. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

**Step #3:** Once you are registered in MWE and Baltimore County receives your <u>First Source Hiring Description</u> <u>Form</u> via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

# **Helpful Tips:**

Businesses that qualify are asked to post their openings with Baltimore County's First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County's workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

Company Name	Contact Name
Company Address	City, MD
E-mail Address	Telephone
Acknowledgment Signature	 Date

# **INTENT TO BID FORM**

Solicitation No: RFB B-10000355

Title: Prisoner Transportation Services, Term Contract

Submittal of this form allows us to complete our vendor responsibility review prior to the proposal opening for those vendors that intend to submit a proposal. Submittal of this form in no way obligates your company to submit a proposal. Please email the completed form to ccarpenter@baltimorecountymd.gov by 03/05/2025 3:00 pm

If you have ch ( ) ( ) ( ) ( ) ( ) ( ) ( )	Other commitments preclude our participation at this time. The subject of the solicitation is not something we ordinarily provide. We are inexperienced in the work/commodities required. Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.) The scope of work is beyond our present capacity. Time allotted for completion of the Bid/Proposal is insufficient. Start-up time is insufficient. Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)	
	Other:	_
	on: Phone ()	
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# 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 <u>SIDE 1</u> of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete <u>SIDE 2</u>. 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 creatin	ig the entity. You may enter any	business, trade, or DBA name on the							
business name line.									
Name (as shown on your income tax returns)	rn)								
C. Discipace name if different from above									
2. Business name, if different from above									
Address									
/ Idai occ									
City	State	ZIP Code							
Remittance Address, if different from above									
City	State	ZIP Code							
Contact Person	Title								
Di Ministra	Face Nicosale an								
Phone Number	Fax Number	<b>\</b>							
E-mail address	Ext: (	) -							
E-mail address									
Taxpayer Identification Number (TIN)									
Taxpayor Idonamodion Hambor (Titt)									
Enter your TIN in the appropriate box. The	Social Security Number								
TIN provided must match the name given of									
Line 1. For individuals, this is your social		OB							
security number (SSN). For other entities,	your employer identification number (FIN)								
security number (SSN). For other entities, your employer identification number (EIN).		umbor							
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your employer identification number (EIN). Note, this is the TIN shown on your federal documents.  CHECK HERE IF YOU ARE EXEMP CHECK HERE IF YOU ARE TAX-EX Filing Status (Ownership)  Individual  Corporation  Limited Liability Company  CERTIFICATION:  Under penalties of perjury, I certify that:  1. The number shown on this form is my correct tax	Employer Identification Nu  T FROM BACK-UP WITHHOLE EMPT, EXPLAIN:  Sole Proprietor Partnership Other (explain)  xpayer identification number (or I am wa	DING  siting for a number to be issued to me), and							
your employer identification number (EIN). Note, this is the TIN shown on your federal documents.  CHECK HERE IF YOU ARE EXEMP CHECK HERE IF YOU ARE TAX-EX Filing Status (Ownership)  Individual  Corporation  Limited Liability Company  CERTIFICATION:  Under penalties of perjury, I certify that:  1. The number shown on this form is my correct tax 2. I am not subject to backup withholding because:	Employer Identification Nu  T FROM BACK-UP WITHHOLE EMPT, EXPLAIN:  Sole Proprietor Partnership Other (explain)  Expayer identification number (or I am wate (a) I am exempt from backup withholding	DING  siting for a number to be issued to me), and							
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# SIDE 2

MBE/W	BE Certification					
Maryland	d Department of Transportation (MD	ОТ)	City of	Baltimore		
Certificatio	n #:		Certificati	ion #:		
Certification	n Date:///					
			Certificati	ion Date:///		
Penaing: _			Pending:			
Business	Ownership (Check Only One)					
G	Government Entity		0	Other:		
H MA	Disabled Minority-owned, Not small business		P W	Non Profit 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		
Gove Medic	ciation rnment Entity cal Service Provider :: (explain)		Non-prof	onal Institution fit Organization Il Institution		
Ethnicity	of Ownership (Check Only One)					
Α	Asian American		I	American Indian/Alaskan Native		
В	African American		N	Non-minority		
Н	Hispanic American		0	Other Ethnic Group:		
Incorporation	on State:	OR [	Date Busin	ness Started//		
Signatur	'e					
	at the information shown on this registra					
	Procurement Services immediately, in writing, of any change affecting this data.					
Signature:	Titl	e:		Date:		



# BALTIMORE COUNTY, MARYLAND INSURANCE PROVISIONS

# 1. **GENERAL REQUIREMENTS**

# 1.1 Coverages Required:

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

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

# 1.2 Verification of Insurance:

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

1.3 Baltimore County as Additional Insured:

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

1.4 Contractor's/Vendor's Responsibility:

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

# 1.5 Failure to Provide Insurance:

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

# 2. INSURANCE COVERAGES

# 2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$ 1,000,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, 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 \$1,000,000
  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 - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

### 2.4 Other

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

# BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-10000355 PRISONER TRANSPORTATION SERVICES. TERM CONTRACT

# **GENERAL CONDITIONS**

# SCOPE.

- 1.1 It is the intention of these specifications that the Contractor hereunder shall furnish and Baltimore County shall purchase prisoner transportation services from and to County facilities covered by this contract which the County may require during the period of time specified. The quantities are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by the County during the period covered by this contract.
- 1.3 Baltimore County reserves the right to extend the terms and conditions of the contract to any and all other County agencies requiring these commodities and/or services. A purchase order will be issued against the Supplier Contract, confirming the contracted pricing and giving quantity and delivery requirements.
- 1.4 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 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.
- 1.5 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.

# PRE-BID CONFERENCE.

- 2.1 A pre-bid teleconference is scheduled for Thursday, February 20, 2025 at 11:00 a.m. via WebEx. Prospective bidders should contact the Buyer at <a href="mailto:ccarpenter@baltimorecountymd.gov">ccarpenter@baltimorecountymd.gov</a> to be added to the registration list for the teleconference. <a href="mailto:The deadline to register for the pre-bid conference is Tuesday">Tuesday</a>, February 18, 2025 at 3:00p.m.
- 2.2 The purpose of the conference is to clarify any parts of the solicitation and answer questions which may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-proposal conference will be posted by amendment.
- 2.3 <u>INCLEMENT WEATHER NOTICE</u>: In the case of inclement weather, please check the Baltimore County website for notice of County Office closings, delayed opening or granting

of Liberal Leave. If any of these conditions exist on the day of the pre-proposal meeting, the meeting will be rescheduled at a later date.

# 3. QUESTIONS AND INQUIRIES; ADDENDA.

- 3.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this solicitation, addenda will be posted on the web site at <a href="https://www.baltimorecountymd.gov">www.baltimorecountymd.gov</a>.
- 3.2 Bidders must acknowledge, in writing, receipt of all addenda by returning the signed Amendment cover page with their bid submission. 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.
- 3.3 Questions may be submitted, in writing via e-mail, to the Buyer: <a href="mailto:ccarpenter@baltimorecountymd.gov">ccarpenter@baltimorecountymd.gov</a>.
- 3.4 The deadline for written questions pertaining to this solicitation is March 05, 2025

# 4. <u>TERM OF AGREEMENT</u>.

- 4.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for an additional four (4) years 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.
- 4.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current term's expiration date.
- 4.3 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 each contract year.
- 5. <u>METHOD OF AWARD</u>. The County reserves the right to make multiple awards. In accordance with Sec. 10-2-406 of the <u>Baltimore County Code</u>, 2015, as amended, past performance of offerors in furnishing goods and services to Baltimore County will be considered in determining the award.

# 6. BID DEPOSIT REQUIREMENTS.

- 6.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 6.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for <u>five percent (5%)</u> of the amount of the bid; or a Bid Bond for <u>five percent (5%)</u> 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.
- 6.3 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.

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.

# 7. BONDS - PERFORMANCE AND PAYMENT.

- 7.1 The Contractor shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor's obligations thereunder, including the specifications.
- 7.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).
- 7.3 The Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa), an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.
- 7.4 For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at <a href="www.mmggroup.com">www.mmggroup.com</a> for information, applications and a checklist of required documents and reports that must accompany the application.

# 8. INSURANCE.

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

# 9. PRICES.

- 9.1 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.
- 9.2 The Contractor must compensate prisoner transportation officers at a minimum salary of Twenty-Three Dollars (\$23.00) per hour, exclusive of employer portion of provided benefits, F.I.C.A., and other employer-paid taxes.

9.2 If price escalation is approved in accordance with the requirements below, compensation for supervisors and staff must also increase in proportion to the percentage escalation granted.

# 10. ESCALATION.

- 10.1 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.
- 10.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index- Urban Wage Earners and Clerical Workers (CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 10.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for the renewal year for which it was requested.
- 11. <u>INVOICES</u>. Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Director, or the authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to the Director, or the authorized representative. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
- **12. <u>FUNDING OUT</u>**. 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 any obligation or penalty.
- 13. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS. With regard to this contract, the Director, of the County agency using the contract (hereafter referred to as the "Director"), or his designated representative, will determine acceptability of all work and services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Director, or the designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon. The Contractor shall provide a complete, well-executed job in accordance with these specifications and all applicable national and local laws or regulations.
- 14. CHANGES TO THE CONTRACT. Any changes found necessary by the County or the Contractor not covered under the original scope of work, shall be jointly agreed upon by the Contractor and the County. Any additional cost must be submitted in writing by the Contractor and upon approval, an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

# 15. MBE/WBE and/or ECONOMIC BENEFIT FACTOR.

- 15.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland and its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
  - 15.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Bidder has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
    - Placement or employment in High Growth Areas of Employment
    - Retention and Average Earnings Fiscal Performance
    - Serving Veterans
    - Strengthen Local Workforce Economy
  - 15.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
  - 15.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Bidder promises will result from awarding the Contract to the Bidder, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Bidders may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and
  - 15.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

# 16. <u>UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.</u>

- 16.1 Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.
- 16.2 The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the Contractor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor for consideration. The Contractor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit:

http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html

# 17. HIPAA § COMPLIANCE WITH FEDERAL HIPAA AND STATE CONFIDENTIALITY LAW

- 17.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, 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, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, 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, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:
  - 17.1.1 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
  - 17.1.2 Providing good management practices regarding all health information and medical records.
- 17.2 The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.
- 17.3 Protected Health Information as defined in the HIPAA regulations at 45 CRF 160.103 and 164.501, as 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 excluded certain education records as well as employment records held by a covered entity in its role as employer.

# 18. "SAMPLE" FORM CONTRACT

- 18.1 A sample of the County's form contract may be found on the Baltimore County website at . By the act of submitting a proposal, the Bidder 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.
- 18.2 The Bidder's acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 18.3 If the Bidder 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 Bidder non-responsive.
- 18.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

# 19. "SAMPLE" FORM BUSINESS ASSOCIATES AGREEMENT

- 19.1 A sample of the County's form Business Associates Agreement is posted as a separate PDF with this solicitation. The Bidder's submission of a proposal without identifying exceptions expressly acknowledges and formally evidences the Bidder's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Bidder's proposal.
- 19.2 If the Bidder submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its sole and absolute discretion to deem the vendor non-responsive.
- 19.3 All Bidders further understand and agree that the County will accept no exceptions to the form contract at any time after submission of the proposal.
- 20. BACKGROUND CHECKS. Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Vendor or subcontractor personnel that have the ability to view or access any County data or facilities. The Vendor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data or facilities. The background checks should be sent to the appointed contact. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Vendor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

# 21. <u>ELECTRONIC SUBMITTAL PROCESS AND REQUIRED COPIES</u>.

- 21.1 The cost of preparing Bids is the responsibility of Bidders.
- 21.2 To be considered, Bids shall be received by the bid closing date and time to the following email address: <a href="mailto:bid@baltimorecountymd.gov">bid@baltimorecountymd.gov</a>. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.
  - 21.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.
- 21.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is 1 of 2, 2 of 2, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 21.4 After submitting a Bid to <a href="mailto:bid@baltimorecountymd.gov">bid@baltimorecountymd.gov</a>, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 22.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

- 21.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 21.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

# 22. BID PACKET FORMATTING AND INFORMATION.

- 22.1 **General Information**. Bid documents must submitted in the following sequence:
  - 22.1.1 Proposal Signature Cover Page (page 1)
    - 22.1.1.1 If Amendments are issued, the signed Amendment Cover Page should be placed behind the Proposal Signature Cover Page.
  - 22.1.2 Bid Deposit (page 2) (or copy of bid deposit check)
  - 22.1.3 W-9, Taxpayer Identification Number (TIN) and Certification form (pages 3-4)
  - 22.1.4 Procurement Affidavit. (pages 5-9)
- 22.2 <u>Introduction and Executive Summary</u>. Two (2) pages or less, on Company letterhead signed by a person with authority to bind the Company to all terms of the Bid. Include all of the following:
  - 22.2.1 The title of the RFB and the County RFB number.
  - 22.2.2 Company <u>legal</u> name (as listed with the IRS), street address, mailing address (if different), email address, telephone number, facsimile number, and web site address (if any).
  - 22.2.3 Year established (including former names and years established, if applicable).
  - 22.2.4 Type of ownership and parent company, if any.
  - 22.2.5 DUNS number.
  - 22.2.6 Contractor's Contract Administrator name, address and telephone number.
  - 22.2.7 Briefly summarize your firm's experience as it relates to the proposed Scope of Work. (Do NOT include an extensive list of projects that are not relevant to this Proposal).

# 22.3 Organizational Structure.

- 22.3.1 List the key staff members by role that will be involved with this contract.
- 22.3.2 Staff Resumes:
  - 22.3.2.1 Provide resumes all key staff who will be working on this project.
  - 22.3.2.3 Indicate any applicable certifications held by key staff.

- 22.3.2.4 The resumes should reference only applicable experience related to the scope of this RFB. Resumes must not exceed two (2) pages.
- 22.3.2.5 The County reserves the right to request resumes on any Bidder employees or subcontractor employees assigned to provide services to the County.
- 22.3.3 Describe any security in place with regard to project team members (security clearances, levels of clearances, background checks, etc.) and the frequency of same.

# 22.4 Experience and Reference Summary.

- 22.4.1 Provide all documents and information listed in Specification Section 4, Bidder Qualifications.
- 22.4.2 List all subcontractors that will be utilized for this contract. All subcontractors will be subject to the approval of the County. The awarded Contractor shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract.
- 22.4.3 Provide your firm's Policies and Procedures with regards to prisoner transportation officers.
- 22.4.4 Provide a detail list of all training provided to your firm's security guards.
- 22.4.5 Affirm adherence to all current, revised, or newly established policies, procedures and guidelines pertaining to security, or any related issue.

# 22.5 Additional Documents.

- 22.5.1 Provide your firm's Economic Benefit Factor/Social Responsibility as listed in General Conditions Section 17.
- 22.5.2 MBE/WBE Participation forms (if applicable)
- 22.5.3 Price Sheet
- 22.5.4 Any other documentation not listed in this section.

# BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-10000355 PRISONER TRANSPORTATION SERVICES. TERM CONTRACT

# **SPECIFICATIONS**

# 1. SCOPE OF WORK.

- 1.1 Prisoner Transportation, Courts
  - 1.1.1 The Contractor shall supply twenty (20) armed Prisoner Transportation Officers (PTOs) and one (1) armed supervisor to guard both male and female prisoners while transporting them to bail hearings at the Court Commissioner's Office in Catonsville, Essex, or Towson and when transporting writ prisoners to the County District Courts. PTOs shall drive the prisoner transportation vans. The County shall supply the vans and provide driver training at the Maryland State Police Training Commission facility in Sykesville, MD.

There are three (3) shifts (7 a.m. -3 p.m., 2:30 p.m. -10:30 p.m., 9 p.m. -5 a.m.). These shift hours are based on the needs of the Detention Center, Courts, and the Police Department to allow for overlap and timing the deliveries of prisoners to the Detention Center. Currently two (2) guards are assigned to each prisoner transport wagon. The Police Department runs five (5) wagons for the 7 am -3 pm shift, three (3) wagons for the 2:30 pm -10:30 pm shift, and two (2) wagons for the 9 pm -5 am shift.

The Contractor must also be able to provide PTOs and/or a supervisor for any other prisoner transportation/prisoner security related duties as directed by a Police Department supervisor.

- 1.1.1.1 The schedule listed above is standard at the time of publication and may be modified to accommodate the Police Department needs.
- 1.1.2 Generally, the Police Department will not require PTOs for prisoner transportation services for the following holidays:

New Year's Day Labor Day

MLK, Jr. Birthday Indigenous People's Day

Presidents' Day General Election Day (each even year)

Memorial Day

Juneteenth Day

Independence Day

Or any other day on which the Courts are closed.

**EXCEPTIONS:** Service <u>may</u> be required on some holidays.

1.1.3 The County shall provide a supervisory level coordinator who shall have the responsibility of task assignments, vehicle coordination, and have the authority to relieve from duty or deny assignment of duty to any guard or supervisor who, in his opinion, does not meet the criteria of dress code, attitude, ability, or is otherwise unsuitable to perform the prescribed duties. Such curtailment of duties shall be effective until the situation is reviewed by the ranking individual in charge of the program.

- 1.1.4 The County shall provide vehicles adequate for the assigned duties. The County shall provide fuel and maintenance for these vehicles. The County shall also supply radios for communications purposes. The County WILL NOT provide the Contractor's supervisor with a vehicle.
- 1.1.5 The County will supply the Contractor with all relevant procedures, policies and guidelines.
- 1.1.6 The Police Department will provide a Prisoner Transportation Officer Manual. This manual will be distributed to all guards and supervisors and the Contractor's Chief Executive Officer.
- 1.2 Any service that might be needed and not herein specified shall be furnished by the Contractor in accordance with the terms of this contract.
- 1.3 The work to be done under this contract includes, but is not limited to; the providing of all labor, supervision, equipment, services, and related items necessary to complete the work in accordance with this specification and scope of work.
  - 1.3.1 Mobile Radios used by prisoner transportation officers will be provided by Baltimore County Police Department.

# 2. WORK HOURS.

- 2.1 In the interest of clarification, the following definitions shall apply to this contract:
  - 2.1.1 Regular Hours: Up to 40 hours per week, weekday, weekend, and holiday combined.
  - 2.1.2 Overtime Hours: Anytime over 40 hours per week, weekday, weekend, and holiday combined.
- 2.3 Any overtime hours must be approved in advance by the County.

# 3. RESPONSIBILITY OF CONTRACTOR.

- 3.1 The Contractor shall supply trained and equipped supervisors and guards, neat in appearance, dressed in a standardized uniform common to all provided supervisors and guards, but significantly different from any County agencies.
- 3.2 The supervisors and guards must be trained and experienced as required under Section 4, Qualifications.
- 3.3 The Chief, or his/her designated representative, solely reserves the right to increase, decrease, or change the number of posts or assignments or their locations, to increase or decrease the required number of guards, and to increase or decrease the number of hours worked daily, weekly, or monthly, regardless of whether it is regular time or overtime. The Contractor shall provide guards and a supervisor for any amount of overtime hours, regardless of the day or time.
- 3.4 The Chief, or his/her authorized representative, in his/her sole discretion, may require that the Contractor replace any guard or supervisor, if in any way, said guard or supervisor does not meet the performance requirements, standards, and expectations of the contract.

- 3.5 For any new posts or assignments, the Contractor shall have three (3) weeks to supply the new guards.
- 3.6 The Chief, or his/her designated representative, solely reserves the right to request that any guard or supervisor, who in his opinion, is not performing the required services to his satisfaction, be removed from the contract and be replaced within two (2) hours by the Contractor.
- 3.7 The Contractor shall, at its expense, make available a contact person(s) available twenty-four (24) hours per day, seven (7) days a week, to provide coordination between the Contractor and the County. This person shall ensure that the County is supplied with the full complement of staff at all times, and in the event that a supervisor or guard must abandon his position for any reason or does not report as scheduled, the contact person shall provide a replacement within two (2) hours. In the event that any supervisor or guard position is not staffed within the allotted time, the Contractor shall be responsible for all costs of a replacement County employee, including all employer-provided taxes, benefits, and hourly wages. Repeated failure to staff positions shall be grounds for termination of the contract. The Contractor is responsible for all permits, licenses, and certifications, and for ensuring that its officers comply with County standard operating procedures.
- 3.8 The Contractor shall ensure that each supervisor and guard carries only authorized equipment to include handcuffs, 28" baton, water-based pepper spray (10% active), and a .40 caliber revolver or 9mm pistol with ammunition approved for Baltimore County Police Officers. The current ammunition approved for Baltimore County Police Officers is:
  - 9mm Winchester Ranger Round 147 Grain Jacket hollow Point .40 Caliber Winchester 125 Grain Semi-Jacket Hollow Point +p
- 3.9 The Contractor shall meet at least quarterly with the Chief, or his/her authorized representative, and/or representatives of the Baltimore County Police Department and Department of Corrections to review performance and problem areas. The Chief, or his/her designee, shall ensure that minutes of these meetings are issued to all attendees within two (2) weeks following each meeting.

# 4. **QUALIFICATIONS**.

- 4.1 The following are the absolute minimum acceptable levels of training and experience. No supervisor or guard shall report for duty until the Contractor has submitted, and the County has approved, documentation of such qualifications.
  - 4.1.1 Graduate of a military or civilian correctional or law enforcement academy within the United States, or
  - 4.1.2 Two (2) years of college-level education with major course work in criminal justice or penology, or
  - 4.1.3 Relevant military police, law enforcement, correctional officer, or security guard experience.
  - 4.1.4 Combination equivalent to 4.1.1, 4.1.2 or 4.1.3 above.
  - 4.1.5 Must be subjected to, and pass, at the contractor's expense:

- 4.1.5.1 Psychological screening Minnesota Multiphase Personal Inventory Test II to be evaluated by a licensed Psychologist in the following areas:
  - 4.1.5.1.1 Evaluation of test based on;
  - 4.1.5.1.2 Provided background history
  - 4.1.5.1.3 Clinical Evaluation
- 4.1.5.2 Medical examination by a licensed physician.
- 4.1.5.3 Comprehensive background investigation to include and verify:
  - 4.1.5.3.1 Employment and any lapse in employment from age 18 to present date.
  - 4.1.5.3.2 Driver's license check through the State of Maryland and any state which the employee has had a driver's license from age 18 to present date.
  - 4.1.5.3.3 Credit history report from age 18 to present date.
  - 4.1.5.3.4 A comprehensive criminal report check through the Federal Bureau of Investigation and the Maryland State Police.
  - 4.1.5.3.5 A urinalysis to identify and eliminate users of controlled dangerous substances. The test must be conducted by a N.I.D.A. certified medical laboratory.
  - 4.1.5.3.6 The Contractor must obtain a waiver (including a third-party waiver) to release the above information and results to the Baltimore County Police Department. This is required to properly review the minimum requirements of the employee.
- 4.2 At least twenty- one (21) years of age.
- 4.3 The Contractor will ensure that each supervisor and guard is qualified in the use of a .40 caliber/9mm handgun or pistol in accordance with current Baltimore County Police Department training standards, and has received a handgun permit from the Maryland State Police prior to providing security guard services. It shall be the Contractor's responsibility to make application for the handgun permit through the Maryland State Police and complete all requirements as directed by the Maryland State Police. Once the permit has been submitted, it will take up to 150 days before the permit is issued. The Contractor may use one (1) unarmed guard per post if the guard is waiting for approval of their handgun permit only.
- 4.4 Possess a valid class C Maryland driver's license, with no more than two (2) current points.
- 4.5 The Contractor must provide the company's employment rejection criteria.
- 4.6 All guards and supervisors supplied by the Contractor and its sub-contractor(s) must be employees of the Contractor and sub-contractor(s) respectively.

# 5. TRAINING.

- 5.1 The County shall not be responsible for any specified training as an assignment prerequisite.
- 5.2 A copy of the Contractor's pre-requisite training program for supervisors and guards must be submitted to the County with the proposal.
- 5.3 The Contractor must provide each supervisor and guard with a minimum of forty (40) hours training, including the following subject areas: image, professionalism and general duties; prisoner security procedures; scope and limitations of legal authority (including arrest, search and seizure, and preservation of evidence); communications (including radio communications and report writing); driver safety and accident prevention; standard first aid care, first responder medical care, human relations; blood-borne pathogen exposure; interpersonal communications skills and annual certification in CPR.
- 5.4 The Contractor shall provide firearms training and qualification for each supervisor and guard.
  - 5.4.1 The Contractor shall also be responsible for annual re-qualification of the guards and supervisors.
- 5.5 The Contractor shall provide training in the use of prisoner restraint devices, similar to the type of equipment used by the Baltimore County Police Department.
- 5.6 Each supervisor and guard must be certified by the American Red Cross in both adult and pediatric CPR/AED and standard first aid.
- 5.7 The Contractor shall provide up to an additional 40 hours of training based upon a syllabus provided by the Baltimore County Police Department. This training shall be provided by an instructor with current certification with the Maryland Police Training Commission.
  - 5.2.1 The training shall include, but not be limited to, Baltimore County Police Department Rules and Regulations relating to the care and custody of prisoners, use of restraints, radio procedures, report writing, use of force, and firearms discharge policy.
  - 5.2.2 In accordance with current Baltimore County Police Department's training standards, four (4) to eight (8) hours of annual re-qualification must be provided by the Contractor.
  - 5.2.3 This training will be provided at the Contractor's expense as to training materials, instructor's time and the hours used by employees.
- **RECORDS ACCESS**. The Contractor shall agree to provide the County access to all records in its possession, or under its control concerning the provision of services under this contract including, but not limited to, all payroll and personnel records.
- 7. <u>ACCREDITATION / STANDARDS</u>. The Contractor shall agree to abide by all mandatory standards pertaining to security mandated by the Commission on the Accreditation for Law Enforcement Agencies (Police Department).

# 8. POLICY, PROCEDURE, AND GUIDELINES.

- 8.1 The Contractor shall agree to adhere to all current, revised, or newly established policies, procedures and guidelines pertaining to security, or any related issue.
  - 8.1.1 PTO Manual, latest edition, is incorporated into this solicitation.

PB020 Revised

# BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-10000355 PRISONER TRANSPORTATION SERVICES, TERM CONTRACT

Due Date: 03/12/2025, Time: 2:00 P.M.

# PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE 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:	, ,	
SIGNED:	DATE:	
PRINT NAME:	TITLE:	
TAX ID NUMBER (FIN/SS#)	EMAIL:	
Is your firm in compliance with all applundocumented worker? If YES, of		ating to the employment of
NOTICE: A notice required to be del been sent to the following		re been received when such notice has
INK.	anying this bid is a Certified Bid	RATIONS IN FIGURES ON THIS FORM IN  Deposit Check or Bid Bond in the amount
We wish to submit a "NO BID	•	
We do not offer this commodit		
		ers <u>must</u> complete the applicable Minority
determining awards. However, should	that bidder obtain award by co	ess than 30 days will not be considered in nsideration of the gross price, the County ccept payment terms with a period of less
Delivery shall be made within	calendar days after receipt o	f order.
F.O.B. Destination (unless otherwise sta	ated herein).	
If your firm is not already receiving ema	ail notification of new solicitation	ns and amendments, you may register for

email notification on the County's web site at http://www.baltimorecountymd.gov/purchasing.

PB020 Revised 07/27/2015

# BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-10000355 PRISONER TRANSPORTATION SERVICES, TERM CONTRACT

Due Date: 03/12/2025, Time: 2:00 P.M.

PRICE SHEET PAGE 1 OF 1			REQUEST FOR BID				
LINE NO.	COMMODITY /SERVICE DESCRIPTION	Estimated Yearly QUANTITY	UNIT	Hourly Rate Charged to County	EXTENDED AMOUNT Rate charged to County x Est. Yearly Quantity		
1	COMMODITY CODE: 99046 Labor, Prisoner Transportation Officer Services, Armed Supervisor, regular time, as per specifications	1,700	Hour	\$	\$		
2	COMMODITY CODE: 99046 Labor, Prisoner Transportation Officer Services, Armed Supervisor, overtime, as per specifications	50	Hour	\$	\$		
3	COMMODITY CODE: 99046 Labor, Prisoner Transportation Officer Services, Armed Guard, regular time, as per specifications	10,300	Hour	\$	\$		
4	COMMODITY CODE: 99046 Labor, Prisoner Transportation Officer Services, Armed Guard, overtime, as per specifications	100	Hour	\$	\$		

COMPANY NAME:	ID TOTAL \$	
FED ID OR SOCIAL SECURITY NO.		PB020 Revise