

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



**REQUEST FOR BID NO. B-10000321**

**CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT,  
TERM AGREEMENT**

**Due Date: 01/10/25, Time: 3:00 PM**

**Pre-Bid Conference: 12/10/24, Time: 11:00 AM**

**[bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov)**

**MONICA LEE, STAFF BUYER  
PHONE: 410-887-6572**

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

**BIDDER CHECK LIST**

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

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000321  
CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT**

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# BALTIMORE COUNTY, MARYLAND

## General Instructions for Solicitations

### 1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

### 2. Award of Solicitations

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

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

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

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

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

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

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

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

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

### **3. Reservations**

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

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

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

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

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

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

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

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

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

### **4. Delivery**

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

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

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

### **5. Competition**

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

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

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

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

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

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

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

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

## **6. Terminations**

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

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

### **6.2 Termination for Default:**

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

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

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

## **7. Hold Harmless – Indemnification**

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

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

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

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

**8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice:** Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2022-005 dated December 6, 2022**, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." 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 Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

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

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

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

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

## 12. Terms of Contract

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

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

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

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

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

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

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

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

## **17. Maryland Registration / Qualification Requirements:**

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

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <https://businessexpress.maryland.gov/>. 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. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

## **18. Eligibility of Candidates for Employment:**

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

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

## **19. Warranty:**

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

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

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

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

## **20. American Manufactured Goods Required for Public Works:**

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

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

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

**BALTIMORE COUNTY, MARYLAND  
PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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



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

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**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]:

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**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]:

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

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

**H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE**

I FURTHER AFFIRM THAT:

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

**I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

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

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: \_\_\_\_\_

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

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

Yes     No

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

b. Registered Agent as shown in SDAT:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Yes     No

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

## **K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

## **L. FOREIGN CONTRACTS DISCLOSURES**

I FURTHER AFFIRM THAT:

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

- b. If the services under the contract are anticipated to be performed outside the United States;
  - c. Where the services will be performed; and
  - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) 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): \_\_\_\_\_

**M. 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:

- i. 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
- ii. 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.

**N. ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
 Title:  
 (Authorized Representative and Affiant)



## **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 in excess of \$100,000 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 [Maryland Workforce Exchange](#). 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 over \$100,000 are required to project the number of job openings they expect during the contract period. After registering your business with [Maryland Workforce Exchange](#), complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at [firstsourcehire@baltimorecountymd.gov](mailto:firstsourcehire@baltimorecountymd.gov) . 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 **First Source Hiring Description Form** 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: B-10000321**

**Title: CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT**

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 [mlee3@baltimorecountymd.gov](mailto:mlee3@baltimorecountymd.gov) by 1/2/25, 4:00 pm.

If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- 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: \_\_\_\_\_
- 
- 

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

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

**SIDE 1**

<p>List your <b>legal business name</b> below, <b>as shown on your income tax return</b>. <b>Sole proprietors</b> should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For <b>limited liability companies (LLC)</b> that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For <b>limited liability companies</b> that are corporations, partnerships, etc., enter the business name on Name line (1).</p>																																														
1. Name (as shown on your income tax return)																																														
2. Business name, if different from above																																														
Address																																														
City	State ZIP Code																																													
Remittance Address, if different from above																																														
City	State ZIP Code																																													
Contact Person	Title																																													
Phone Number ( ) - Ext:	Fax Number ( ) -																																													
E-mail address																																														
Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9"><b>Social Security Number</b></td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="9">OR</td> </tr> <tr> <td align="center" colspan="9"><b>Employer Identification Number</b></td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	<b>Social Security Number</b>																		OR									<b>Employer Identification Number</b>																	
<b>Social Security Number</b>																																														
OR																																														
<b>Employer Identification Number</b>																																														
<input type="checkbox"/> <b>CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING</b>																																														
<input type="checkbox"/> <b>CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:</b>																																														
<b>Filing Status (Ownership) (LLC is not acceptable)</b>																																														
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor																																													
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership																																													
<input type="checkbox"/> Other: (explain)																																														
<b>CERTIFICATION:</b>																																														
Under penalties of perjury, I certify that:																																														
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).																																														
Signature of U.S. Person	Date																																													



**SIDE 2**

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

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

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

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

<b>Incorporation</b>	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

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



## BALTIMORE COUNTY, MARYLAND

### INSURANCE PROVISIONS

#### 1. GENERAL REQUIREMENTS

##### 1.1 Coverages Required:

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

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

##### 1.2 Verification of Insurance:

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

##### 1.3 Baltimore County as Additional Insured:

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

##### 1.4 Contractor's/Vendor's Responsibility:

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

##### 1.5 Failure to Provide Insurance:

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

#### 2. INSURANCE COVERAGES

##### 2.1 General Liability Insurance

###### 2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$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, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

##### 2.1.3 Minimum Coverages to be Included:

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

##### 2.1.4 Damages not to be Excluded:

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

##### 2.2 Automobile Liability Insurance

###### 2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability  
Combined Single Limit - \$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  
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES  
IN  
COUNTY CONTRACTS  
MBE/WBE Plan Package



Office of Budget and Finance  
Historic Courthouse  
400 Washington Ave  
Towson, Maryland 21244  
410-887-3407

[www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe)

@BaCoBiz4All

## **BALTIMORE COUNTY, MARYLAND** **MBE/WBE PARTICIPATION SUMMARY**

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MBE/WBE participation in County contracts. The Executive Order may be found on the Baltimore County website at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe).

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder/Officer Responsibility: The bidder/officer shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/officers shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders/officers and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

### **APPROVED MBE/WBE LISTINGS**

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):  
<https://marylandmdbe.mdbecert.com/>
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:  
<http://cityservices.baltimorecity.gov/mwboo/>

### **BIDDER/OFFEROR'S ACTIONS**

Seeking Firms: The bidder/officer will seek commitments by subcontract or otherwise from MBE/WBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation goal for the County contract. However a MBE/WBE Prime that affirms its MBE/WBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

1. Expenditures for Materials and Supplies: **REGULAR DEALER**: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as cement, gravel, stone and petroleum need not keep such products in stock, if it owns or operates distribution equipment. Brokers and Packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

A **Regular Dealer** must be engaged in selling the product in question to the public. This is important in distinguishing a **Regular Dealer**, which has a regular trade with a variety of customers, from a firm which performs supply-like functions on an ad hoc basis or for any one or two contractors with whom it has a special relationship.

A business that simply transfers title of a product from manufacturer to ultimate purchaser (e.g. broker or sales representative who re-invoices a product from the

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PARTICIPATION SUMMARY**

producing company to the recipient or contractor) or a firm that puts a product in a container for delivery **would not** be considered a **Regular Dealer**.

A supplier of bulk goods may qualify as a **Regular Dealer** if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment (e.g., a fleet of trucks), the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party, (e.g., a prime contractor) or leases such a party's trucks on an ad hoc basis for a specific job.

Any participating DBE/MBE must serve a commercially useful function on a contract and not function as a broker, unless certified as a broker (insurance, real estate, etc). A firm is considered to perform a commercially useful function when it executes a distinct element of work by actually performing, managing and supervising the work involved and/or negotiating the cost of, arranging and accepting delivery of, and paying for the materials or supplies required for the work of its contract. **A contractor may count toward its DBE/MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE/MBE, regular dealer and 100 percent of such expenditures to a DBE/MBE manufacturer.**<sup>1</sup>

2. Customary Fees: Fees may be counted by a contractor towards its DBE/MBE goals for the following expenditures to DBE/MBE firms that are not manufacturers or regular dealers:
  - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and .not excessive as compared with fees customarily allowed for similar services.

Information to be supplied: All bidders/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Unit.

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<sup>1</sup> MDOT MBE Manual [https://www.mdot.maryland.gov/MBE\\_DOCS/mbe\\_manual.pdf](https://www.mdot.maryland.gov/MBE_DOCS/mbe_manual.pdf)  
PB 056 Revised 4/3/2023

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PARTICIPATION SUMMARY**

2. The following forms shall be completed and submitted
  - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
  - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
  - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.
  - If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
4. If the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A and B**) showing the extent of MBE/WBE participation. If a bidder/offeror intends to use an MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
5. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

**RECORDS AND REPORTS**

**Returning Records:** The bidder/offeror must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance.

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PARTICIPATION SUMMARY**

4. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.
- a. **Prompt Payment of Subcontractors**: It is the policy of the Baltimore County Government MWBE Office that a contractor shall promptly pay a subcontractor any undisputed amount to which a subcontractor is entitled under a procurement contract.

**The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its responsibilities under the applicable subcontract within 30 days of the subcontractor's satisfactory completion of the work as accepted by Baltimore County, Maryland. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's satisfactory completion of work.** Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Baltimore County, Maryland. This clause applies to both MBE/WBE and non-MBE/WBE subcontracts.

1. The Prime Contractor must include in its subcontracts language providing that the Prime Contractor and the subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
2. The Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that DBEs and other contractors are fully and promptly paid.

**Retaining Records**: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

**Investigation and Notification**: Whenever the County believes the bidder/offeror, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offeror, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

**DETERMINATION OF BID RESPONSIVENESS**

**Request for Deviation**: If the bidder/offeror is unable to procure from MBE/WBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/offeror may request, in writing,

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PARTICIPATION SUMMARY**

a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

**Bid Rejection:** The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

**Liquidated Damages** If the County issues a notice of intent to award contract to the apparent low bidder/offeror who provided a responsive MBE/WBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MBE/WBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

**Penalties:** Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at <https://baltimorecounty.prismcompliance.com/>

To ensure that reports are filed in a timely manner, and that MBE/WBE requirements are met, the County will assess penalties for non-compliance, as follows:

- (a) For failure to file timely monthly reports:
  - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task and/or
  - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MBE/WBE requirements:
  - a. Assessment of a liquated damages of up to 10% of the contract value; and/or



**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PARTICIPATION SUMMARY**

- b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a liquidated damages of up to 10% of the contract value; and/or
- c. Termination of the contract for default together with assessment of a liquidated damages of 10% of the contract value.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

Approval Required for Changes: Any and all changes to the MBE/WBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Cooperation in Reviews: The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or seek remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



## PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 Use of Minority Business Enterprises and Women's Business Enterprises states:

*SECTION 6. BID REQUIREMENTS.*

*(A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.*

*(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).*

*(B)(1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.*

*(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.*

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
  - a. *All Forms must be completed and signed. However, FORM C MUST be completed and signed by both the prime and the MBE/WBE subcontractor.*

**OR**

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
  - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
  - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver **accompanied with a completed and signed FORM C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.**
  - c. *All Forms must be completed and signed. FORM C and FORM D MUST be completed and properly signed by both the Prime AND the MBE/WBE subcontractor(s).*

**NOTE:** The MBE/WBE **subcontracting** goal applies to **ALL** prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.**



**PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION**

I FURTHER AFFIRM THAT:

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

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

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

\_\_\_ The Prime is a MBE  or WBE

Maryland State Department of Transportation (MDOT) # \_\_\_\_\_

City of Baltimore # \_\_\_\_\_

Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

The ownership of the Noncertified MBE/WBE business consists of \_\_\_\_% minorities and \_\_\_\_% women (for a total of \_\_\_\_ %), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

\_\_\_\_\_ % African American    \_\_\_\_\_ % Hispanic American    \_\_\_\_\_ % Women  
\_\_\_\_\_ % Asian American    \_\_\_\_\_ % Native American    \_\_\_\_\_ % Disadvantaged (DBE)

\_\_\_ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce. **MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.**

\_\_\_ The prime  anticipates  does not anticipate utilizing subcontractors for \_\_\_\_% of the work of the contract requirements, of which it anticipates \_\_\_% will be MBEs and \_\_\_% will be WBEs.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant's Name and Title)

**BALTIMORE COUNTY, MARYLAND**  
**Certified MBE/WBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE:** *If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.*

\* \* \* \* \*

I acknowledge the goal for solicitation #\_\_\_\_\_ is a minimum of \_\_\_\_\_%. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

- The goal breakdown is as follow::
  - \_\_\_\_\_% Minority/Women Prime
  - \_\_\_\_\_% for certified MBE-owned businesses and/or
  - \_\_\_\_\_% for certified WBE-owned businesses.

**I have made a good-faith effort to achieve this MBE/WBE solicitation requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.**

**PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)**

- 1  Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2  After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation::
  - \_\_\_\_\_% Minority/Women Prime
  - \_\_\_\_\_% for certified MBE-owned businesses and/or
  - \_\_\_\_\_% for certified WBE-owned businesses.

**Or**

- 3  After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

**IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:**

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

**BALTIMORE COUNTY, MARYLAND**  
**Certified MBE/WBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

- 2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
  - (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
    - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
    - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
    - (c) Responses from MBE/WBE firms contacted to fulfill the goal.

**As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:**

- *Subcontractor Participation Schedule* (Form B)
- *Subcontractor Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

**BALTIMORE COUNTY, MARYLAND  
SUBCONTRACTOR PARTICIPATION SCHEDULE  
(FORM B)**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

Prime Name	Prime Address, Telephone Number and Email
Bid/Proposal Name and Number	Project Location
	Base Bid \$ _____
1. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (If applicable): <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Dollar Amount	Percent of Total Contract
2. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable; <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific <input type="checkbox"/> Native American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Small Business continent <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
Subcontractor Total Dollar Amount	Total Subcontractor Percent of Entire Contract
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation	_____ %	\$ _____
Total MBE Subcontracting Participation	_____ %	\$ _____
Total WBE Subcontracting Participation	_____ %	\$ _____
Total MBE/WBE Participation	_____ %	\$ _____
Total SB/SBE Participation	_____ %	\$ _____

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE PRIME PARTICIPATION SCHEDULE**  
**(Form B-Prime)**

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the County contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>	<b>VALUE OF THE WORK</b>

**MBE PRIME CONTRACTOR**

Signature of Representative: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Certified  Yes  No

Certifying Jurisdiction \_\_\_\_\_

**MBE PRIME CONTRACTOR**

Minority Status:

African American

Hispanic American

Women

Asian American

Native American

Disadvantaged





**BALTIMORE COUNTY, MARYLAND  
MBE/WBE –UNAVAILABILITY CERTIFICATE  
(FORM D)**

*\*If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on the \_\_\_\_\_ contract.

2. The \_\_\_\_\_ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

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

\_\_\_\_\_  
Signature of Minority Firms MBE/WBE Representative Title Date

\_\_\_\_\_  
MDOT/Baltimore City Certification # Telephone #

**3. PRIME'S SIGNATURE AND CERTIFICATION**

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

\_\_\_\_\_  
Signature of Prime Title Date

**BALTIMORE COUNTY, MARYLAND**  
**MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT**  
**(FORM E)**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

In conjunction with the bid or offer submitted in response to Solicitation Number \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:
  
  
  
  
  
  
  
  
  
  
2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).
  
  
  
  
  
  
  
  
  
  
3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

\_\_\_\_\_  
Signature – Bidder Offeror

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State      Zip Code

\_\_\_\_\_  
Date



**JOHN A. OLSZEWSKI, JR.**  
*County Executive*

**EDWARD P. BLADES**  
*Director*  
*Office of Budget and Finance*

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe).

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
  - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
  - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MBE/WBE requirements:
  - a. Assessment of a penalty of up to 10% of the contract value; and/or
  - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
  - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

[http://stage.prismcompliance.com/etc/movies/vendor\\_contractpayment\\_tutorial.htm](http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm)

If after contract expiration, it has been determined the MBE/WBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MBE Office at [mwbe@baltimorecountymd.gov](mailto:mwbe@baltimorecountymd.gov) or call (410) 887-3407.

Cc: File

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000321  
CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT**

**GENERAL CONDITIONS**

**1. SCOPE.**

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase water treatment chemicals for heating and cooling systems covered by this agreement which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation. The County reserves the right to order such treatment as may be required during the said period, and it also reserves the right not to order any treatment bid upon by the Contractor, if it is found that such treatment is not required by the County during the period covered by this agreement.
- 1.2 The Vendor shall furnish the necessary labor, water treatment equipment and chemicals required for the treatment of water in the open and recirculating water of air-conditioning and heating systems, as per specifications. It is the intent of these specifications that the water treatment program, in its entirety, be the sole responsibility of the Vendor, and that the County will not participate in the program. The work to be performed under this agreement shall include the following:
  - 1.2.1 Furnishing, delivery, and handling of all chemicals used in the water treatment program.
  - 1.2.2 A minimum of a monthly inspection of the water treatment equipment in each system to be treated. Monthly servicing applied to the following schedule: Heating systems – September 1<sup>st</sup> through May 31<sup>st</sup>; Cooling systems – April 1<sup>st</sup> through October 31<sup>st</sup>. Several buildings require year round servicing of both heating and cooling systems.
    - 1.2.2.1 Year round buildings are: Detention Center (line 2) Courts Bldg. (line 14), Dundalk Center (line 15), Eastern Family Resource Center (line 18), Fullerton Utilities – both buildings (lines 25, 26) Hannah Moore Center (line 30), Towson Police (line 49), Franklin Police (line 50), Pikesville Police (line 53), North Point Library (line 57), Randallstown Library (line 58), Rosedale Library (line 60) and Parkville Police (line 62).
  - 1.2.3 Submittal of monthly reports showing the effectiveness of the water treatment program. All reports shall be provided to the Chief of Property Management or his/her authorized representative.
  - 1.2.4 Furnishing of emergency water treatment as required to correct abnormal conditions in any water system, including descale chemicals and treatment if needed.
  - 1.2.5 When a system report shows a deviation which needs correcting, the corrective action and re-submission of a report shall be accomplished by the Contractor within a period of seven (7) days.

1.2.6 The treatment to be provided shall be designed to protect the water systems from damage such as corrosion, erosion, algae, slime, mud, scale, and excess acidity or alkalinity.

1.3 The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related times necessary to complete the work in accordance with this specification and scope of work.

1.4 Baltimore County reserves the right to add or delete buildings to or from this contract. The County also reserves the right to add or delete heating or cooling systems of the buildings to or from this contract.

1.5 Baltimore County is confirming that the chemical levels on all of the building HVAC systems are in compliance with system standards. Upon award, if the successful vendor discovers the chemical levels are at insufficient levels and significant use of chemicals are required to put the equipment at acceptable levels, the information is to be provided in writing to Rob Flayhart in Property Management for resolution.

## **2. PRE-BID CONFERENCE.**

2.1 **A pre-bid conference will be held December 10, 2024 at 11:00 a.m. via WebEx. To register to attend, email the request to the buyer, Monica Lee at [mlee3@baltimorecountymd.gov](mailto:mlee3@baltimorecountymd.gov).** The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

2.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).

## **3. TERM OF AGREEMENT.**

3.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.

3.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

3.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

## **4. PRICES.**

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

## **5. METHOD OF AWARD.**

5.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

## **6. VENDOR QUALIFICATIONS.**

- 6.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 6.2 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidder regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.
- 6.3 Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past two (2) years.
- 6.4 The Vendor must have within his organization the laboratory facilities, trained mechanics, equipment, and other resources required to efficiently and regularly (on schedule) provide the water treatment specified. These facilities may be subject to pre-award inspection. Water treatment chemicals provided under this contract shall be the product of a manufacturer who has manufactured water treatment chemicals for air-conditioning and heating systems for a period of not less than five (5) years.
- 6.5 Each bidder must submit with their quotation a list of equipment and chemicals to be used for water treatment in each building. The Purchasing Division and the Property Management must approve the successful bidder's equipment and materials submitted prior to awarding the bid. Baltimore County reserves the right to reject any bidder whose equipment and material submittals are not approved by the Purchasing Division and the Property Management.

## **7. ESCALATION.**

- 7.1 All unit prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 7.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 7.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for # days from the date of the increase.

## **8. SAFETY DATA SHEET.**

- 8.1 All bidders must submit with their bids Safety Data Sheets (SDS). Prior to awarding the bid, the Safety Office must approve the awardee's SDS.

## **9. INVOICES.**

- 9.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the

Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the BCPM, 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 BCPM, 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

## **10. INSURANCE.**

- 10.1 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.
- 10.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 10.3 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.

## **11. COOPERATIVE PURCHASE.**

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

## **12. ELECTRONIC SUBMITTAL PROCESS.**

- 12.1 The cost of preparing Bids is the responsibility of Bidders.
- 12.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov). The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will**



**not be accepted.**

12.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.

12.3 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.

12.4 After submitting a Bid to [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov), and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 12.3, 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.

12.5 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.

12.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

**13. QUESTIONS AND INQUIRIES; ADDENDA.** Any inquiries relative to this solicitation should be directed to the Buyer, Monica Lee at 410-887-6572 or [mlee3@baltimorecountymd.gov](mailto:mlee3@baltimorecountymd.gov).

13.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFB, addenda will be posted on the web site at [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).

13.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

13.3 **The deadline for written questions pertaining to this solicitation is five (5) working days prior to the due date of proposals.**

**14. UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

14.1 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.

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/vendor may notify the Department of Economic and Workforce

Development of employment opportunities to present qualified candidates to the Contractor/vendor for consideration. The Contractor/vendor 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>

**15. MWB/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 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 Offeror 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 Offeror promises will result from awarding the Contract to the Offeror, 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. Offerors 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. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE).** The resulting minority and women business participation requirement for this contract is **20%**.

16.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned.

MBE/WBE participation forms are available online at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe) or you may contact the buyer on the solicitation.

- 16.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 16.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.
- 16.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe). The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at [mwbe@baltimorecountymd.gov](mailto:mwbe@baltimorecountymd.gov) or call 410-887-3407.

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1000321  
CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT**

**SPECIFICATIONS**

**1. FIELD INSPECTION.**

- 1.1 Bidders may contact Rob Flayhart, Property Management 410-887-3861 to visit the various buildings to determine:
  - 1.1.1 Field conditions affecting the water treatment program.
  - 1.1.2 Permissible access routes to mechanical equipment rooms.
  - 1.1.3 Location and condition of existing mechanical systems.
  - 1.1.4 The magnitude of effort required for the installation of the Contractor's water treatment equipment.

**2. SCHEDULING OF WORK.**

- 2.1 Water treatment provided under this contract, except for emergency treatment and treatment requiring outages of systems, shall be provided during normal working hours, 7:30 a.m. to 4:00p.m., Monday through Friday.
- 2.2 Emergency water treatment shall be provided, as required on twenty-four (24) hours per day, seven (7) days per week basis.
- 2.3 The Contractor shall not de-activate any system without the prior approval of the Chief of Property Management or his/her authorized representative.

**3. WATER TREATMENT EQUIPMENT.**

- 3.1 Each building has water treatment equipment (pumps, lines, dispensers) currently in use that are the property of Baltimore County. The Vendor may use the existing equipment or replace it with new equipment to dispense the water treatment chemicals. If the Vendor elects to use the existing equipment, the Vendor is solely responsible for the maintenance, repair, and upkeep of this equipment including replacement if the equipment ceases to function properly. If the Vendor elects to replace any or all of the existing equipment at any time during the term of the contract, this new equipment becomes the property of Baltimore County upon its installation by the Vendor and acceptance by Baltimore County. All costs of equipment maintenance, repair, upkeep, and replacement are included in the monthly contract unit process, at no additional cost to Baltimore County.
- 3.2 The Vendor is solely responsible for the performance of all equipment, whether existing or new. The malfunctioning, poor performance, or lack of performance by any or all equipment used by the Vendor during the term of this contract, does not relieve the Vendor of any responsibility to provide the County with water treatment that is totally acceptable to the County.
- 3.3 For any equipment that is stolen, or damaged or destroyed due to vandalism, as determined solely by Baltimore County, the County may negotiate a price with the Vendor for repair or replacement of that equipment. The County may also, in its sole discretion,

decide to solicit bids on the open markets for the repair or replacement of this equipment and award a purchase order to the lowest responsive and responsible bidder.

- 3.4 All equipment required in the water treatment program shall be placed in operation seven (7) days prior to commencement of the contract.
- 3.5 The Vendor shall obtain the permission of the Chief of Property Management or his/her designated representative, regarding any needed storage of chemicals and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Vendor shall be held responsible for any and all accidents caused by negligence from this source. Baltimore County does not accept responsibility for losses of chemicals or equipment regardless of approval to store in any of the using institution's facilities or grounds. It shall be the sole responsibility of the Vendor performing water treatment for this contract to safeguard their own chemicals, and equipment. Baltimore County shall not assume responsibility for vandalism and/or theft of chemicals and/or equipment.

#### **4. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.**

- 4.1 With regard to this contract, the Chief of Property Management or his/her designated representative will determine acceptability of all water treatment performed. If the treatment is not acceptable, the Vendor will be called in to review and correct all problems without additional cost to the County. Upon notification by the Chief of Property Management or his/her designated representative, the Vendor will effect corrections to deficient water treatment in accordance with a schedule jointly agreed upon.
- 4.2 The Vendor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
- 4.3 Permits, licenses, and taxes shall be the responsibility of the Vendor at no additional cost to the County.
- 4.4 The County reserves the right to make unannounced periodic inspections of the work in progress.
- 4.5 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency at 410-887-3861.
- 4.6 The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Chief of Property Management or his/her designated representative.
- 4.7 All water treatment performed on Baltimore County property shall fully conform to all local, state, and federal safety regulations.

#### **5. CHANGES TO THE CONTRACT.** The Vendor will notify the Chief of Property Management or his/her designated representative immediately by telephone of any unexpected emergency,

subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Vendor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Vendor and the County. Any additional cost on the project must be submitted in writing by the Vendor and an amendment to the purchase order will be issued by the Buyer 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 Buyer.

6. **DEBRIS REMOVAL.** The Vendor shall be responsible to remove all their debris from the site and clean effected work areas. The Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Vendor shall leave all affected areas as they were prior to beginning work.

7. **UTILITIES.** Baltimore County shall make available all required utilities to the Vendor for work under this contract. This however does not include those utilities to be installed by the Vendor as a part of the scope of work or specification. Accidental interruption(s) caused by the Vendor and repair thereto, shall be at the Vendor expense. Planned interruptions under this contract shall be coordinated with the Chief of Property Management, 410-887-3861 or his/her authorized representative, at least one (1) day in advance of the expected occurrence.

8. **CODES AND REGULATIONS.** All water treatment shall fully conform to all Baltimore County codes and regulations, latest editions.

9. **WATER TREATMENT FOR CONDENSER WATER SYSTEMS (OPEN SYSTEM).**

9.1 The Vendor shall furnish water treatment chemicals to condenser water systems.

9.1.1 Dry chemicals or chemicals subject to precipitation shall be provided with an electrically operated agitator, mounted to the reservoir cover, which shall operate in conjunction with the operations of the chemical feed pump.

9.1.2 The Vendor shall provide the necessary adjustments, repairs, or replacements to keep the equipment in proper working condition.

9.1.3 **Minimum bi-weekly inspections** and water analysis shall be performed and reports submitted to the Chief of Property Management or his/her designated representative. If reports are left on site, a copy must still be forwarded to the Chief of Property Management or his/her designated representative.

10. **WATER TREATMENT FOR CHILLED LOOPS AND HEATING LOOPS (CLOSED SYSTEMS).**

10.1 The Vendor shall furnish water treatment chemicals to chilled loops and heating loop systems.

10.1.1 Since closed systems require only periodic additional dosages, the Contractor shall furnish a manually controlled feeder pump to inject treatment when needed.

10.1.2 Dosages in the closed system shall be sustained at the levels specified by the manufacturer of the chemical.

10.1.3 **Monthly** inspections and water analysis shall be performed and reports submitted to the Chief of Property Management or his/her designated representative.

10.2 For solar systems, the Contractor supplies the propylene glycol. For any solar system, if the system, by no fault of the Vendor, is purged of 30% or greater of its glycol, the County shall be responsible for replacement of the purged glycol. At this time the Solar System is offline. If the system is put back online, Baltimore County will provide the glycol and the Contractor will be required to add it when needed from our stock of chemicals.

**11. WATER TREATMENT FOR STEAM BOILERS AND SYSTEMS (CLOSED).**

11.1 The Vendor shall furnish water treatment chemicals to steam systems.

11.1.1 Steam units shall be provided with an automatic feed based on boiler need. Bottom blow down, if needed, will be performed by owner's personnel based on schedules provided by the Vendor.

11.1.2 Dosages in the closed system shall be sustained at the levels specified by the manufacturer of the chemical.

11.1.3 **Weekly** inspections and water analysis shall be performed and reports submitted to the Chief of Property Management or his/her designated representative.

**12. WATER TREATMENT CHEMICALS.**

12.1 The Vendor shall furnish all chemicals used in the water treatment program.

12.2 The Vendor shall use the following water analysis as the basis for determining product(s) and consumption:

Calcium Hardness	50 ppm
Total Hardness	70 ppm
M. Alkalinity	40 ppm
Chloride	30 ppm

12.3 The Vendor must supply products that meet E.P.A. regulations and said products must not be registered as a hazardous chemical by the U.S. Department of Labor. Further, product(s) must not contain phosphates and there must not be a need for any additional biocides. Should there be a need for biocides the necessary services and or product(s) to treat the system(s) shall be at no cost to the County.

12.4 Product(s) must be factory produced and labeled as no custom blending is allowed. Also, no mixing of products in the field is to be required.

12.5 The composition and quantity of the chemicals used shall be the responsibility and judgment of the Vendor, but the chemicals shall be selected to:

12.5.1 Maintain the pH value of the condenser water within the range recommended by the chemical manufacturers.

12.5.2 Preclude the growth of algae and other organic materials.

12.5.3 Protect all portions (both metallic and wood) from corrosion, rotting and erosion.

12.5.4 Preclude the formation of slime within the condenser water system.

12.5.5 Be compatible with the materials used in the treated water systems.

- 12.6 Chemicals shall be applied at dosage rates recommended by the manufacturer of the chemical used.
- 12.7 Systems that are being added to the contract and were not chemically treated previously shall be gradually brought-up to the required concentrations and not shocked all at one time.
- 12.8 The County reserves the right to require the Vendor to:
  - 12.8.1 Furnish chemical shock treatment to correct abnormal conditions.
  - 12.8.2 To change the formulation or to increase the dosage of the chemicals when it becomes evident that the chemicals in use are not accomplishing the goals previously outlined.
  - 12.8.3 To provide de-scale materials and services if deemed necessary.
- 12.9 Chemicals shall be delivered in sealed containers to the buildings covered in this agreement. Only one such container may be stored in each mechanical equipment room. The Vendor shall be responsible for all shipping and handling costs.
- 12.10 All chemicals furnished under this agreement shall meet the requirements of all Federal, State and local agencies and offices having jurisdiction in the water pollution and ecological fields. Chemicals used in open, closed or semi closed systems shall be biodegradable and free of lead, cadmium, zinc, mercury or any form of chromate.

**13. WATER TREATMENT PROCEDURES.**

- 13.1 The Vendor shall furnish the necessary labor and equipment to follow the following procedures:

- 13.1.1 INITIAL

- NOTE: Systems not previously treated shall be introduced gradually and not shocked.

- a. Survey systems and determine water treatment requirements.
  - b. Manually bleed systems to reduce the concentration of impurities to an acceptable level. Apply shock chemical treatment as required.
  - c. Furnish, install, adjust, and calibrate all water treatment equipment.
  - d. Fill chemical reservoir and treat closed systems.
  - e. Energize treatment system and adjust bleed and chemical feed rates as required.
  - f. Submit recommendations for mechanical work or change in operating procedures that should be accomplished to improve operations.
  - g. Provide owner with control parameters to be used in water treatment of each specific system.



13.1.2 OPERATION (MINIMUM OF ONCE EACH MONTH)

- a. Check operations and adjustment of all water treatment equipment.
- b. Fill chemical reservoir.
- c. Adjust bleed and feed rates.
- d. Inspect condenser water systems. Provide shock treatment if required. Inspect closed systems and provide treatment as required.
- e. Sample and analyze water samples in accordance with accepted ASTM, AWWA, or APHA procedures.
- f. Correct water treatment program as required.
- g. Submit report to the Baltimore County Building Maintenance Engineer.

13.1.3 SHUT-DOWN. To be performed at the conclusion of the cooling season for systems not normally operated during winter months.

- a. De-energize water treatment services.
- b. Chemically clean the circulating system.
- c. Clean, drain, and flush the water treatment equipment.

13.1.4 ANNUAL For systems operated on a twelve month per year basis the Vendor shall provide, at least once during the winter months, the services specified in paragraph 14.1.1 (a), (b), and (c).

- a. The building engineer shall be notified two weeks prior to those items.

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000321  
CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT  
Due Date: 1/10/25, Time: 3:00 P.M.**

**PROPOSAL SIGNATURE COVER PAGE**

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TAX ID NUMBER (FIN/SS#) \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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

**Is your firm in compliance** with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here \_\_\_\_\_

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND**  
**REQUEST FOR BID NO. B-10000321**  
**CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT, TERM AGREEMENT**  
**Due Date: 1/10/25, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Detention Center Annex BLDG #95 404 Kenilworth Drive, Towson, MD 21204. Year round building 1. 1 heating and chilled water loop 2. 1 cooling tower 3. 1 steam boiler for kitchen	12	Month	\$ _____	\$ _____
2	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Detention Center BLDG #95 404 Kenilworth Drive, Towson, MD 21204. Year round building 1. 1 heating water loop 2. 1 chilled water loop 3. 2 cooling towers 4. 1 solar system Glycol loop 5. 1 solar water loop	12	Month	\$ _____	\$ _____
3	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Detention Center (addition) #590 720 Bosley Avenue Towson, MD 21204. Year round building 1. 2 chillers 2. 2 boilers 3. 2 cooling towers	12	Month	\$ _____	\$ _____
4	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Allegheny Annex BLDG #50 308 Allegheny Avenue, Towson, MD 21204. 1. 2 hot water boilers 2. 1 chilled water loop	12	Month	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND**  
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PRICE SHEET PAGE 2 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
5	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Ateaze Senior Center, BLDG #470 7401 Holabird Avenue, Dundalk, MD 21222. 1. 2 steam boilers	12	Month	\$ _____	\$ _____
6	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Brooklandville Fire BLDG #14 10017 Falls Road, Brooklandville, MD 21204. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
7	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Bykota Senior Center, BLDG # 77 611 Central Avenue, Towson, MD 21204. 1. 2 steam boilers	12	Month	\$ _____	\$ _____
8	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Carver Annex, BLDG #982 300 Lennox Avenue, Towson, MD 21286. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
9	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Catonsville Fire BLDG #934 756 Frederick Road Catonsville, MD 21228. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 3 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
10	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Chase Fire BLDG #35, 12426 Eastern Avenue, Middle River, MD 21220. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
11	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications County Office Building, BLDG #930 111 W. Chesapeake Avenue, Towson, MD 21204. 1. 2 steam boilers 2. 1 cooling tower 3. 1 chilled water loop 4. 1 heating hot water 5. 3 hot water boilers	12	Month	\$ _____	\$ _____
12	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications, Historic Courthouse BLDG #929, 400 Washington Avenue, Towson, MD 21204. 1. 2 hot water boilers 2. 1 cooling tower 3. 1 chilled water loop 4. 1 heating hot water	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 4 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
13	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Courts Building, BLDG #932, 401 Bosley Avenue, Towson, MD 21204. Year round building 1. 2 steam boilers 2. 2 cooling towers 3. 1 chilled water loop 4. 1 chilled/hot water loop 5. 2 hot water boilers	12	Month	\$ _____	\$ _____
14	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Dundalk Center, BLDG #829, 10 Dunmanway, Dundalk, MD 21222. Year round building 1. 2 hot water boilers	12	Month	\$ _____	\$ _____
15	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Dundalk Fire, BLDG #6, 2815 Sollers Point Road, Dundalk, MD 21222. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
16	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Richards Building, BLDG #830 101 Rosewood Lane, Owings Mills, MD 21117. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 5 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
17	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications Eastern Family Resource Center, 9150 Franklin Square Drive Rosedale, MD 21237. Year round building 1. 3 hot water boilers 2. 3 chilled water loops	12	Month	\$ _____	\$ _____
18	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Eastview Fire BLDG #15, 1056 Old North Point Road Dundalk, MD 21222. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
19	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Edgemere Fire BLDG #918, 6800 North Point Road, Edgemere, MD 21219. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
20	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Essex Fire BLDG #7, 800 Myrth Avenue, Essex, MD 21221. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
21	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Essex Police BLDG #99, 216 N. Marlyn Avenue, Essex, MD 21221. 1. 1 hot water boiler 2. 1 chilled water loop	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 6 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
22	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Essex Senior Center BLDG #250 600 Dorsey Avenue Essex, MD 21221. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
23	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Fullerton Fire BLDG #8, 4401 Fitch Avenue, Fullerton, MD 21236. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
24	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Fullerton Utilities -Eng. BLDG #806 4423 Bucks Schoolhouse Road, Rosedale, MD 21237. Year round building 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
25	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Fullerton Utilities -Eng. BLDG #809 4419 Bucks Schoolhouse Road, Rosedale, MD 21237. Year round building 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
26	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Garrison Fire BLDG #19, 15 Kenmar Avenue, Garrison, MD 21055. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____



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PRICE SHEET PAGE 7 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
27	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Golden Ring Fire BLDG #16, 6814 Golden Ring Road, Rosedale, MD 21237. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
28	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Halethorpe Fire BLDG #5, 4501 Washington Boulevard, Halethorpe, MD 21227. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
29	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Hannah More BLDG #853, 12035 Reisterstown Road, Reisterstown, MD 21136. Year round building 1. 2 hot water boiler 2. 1 cooling tower 3. 1 condenser closed loop	12	Month	\$ _____	\$ _____
30	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Hillendale Fire BLDG #11, 6636 Loch Raven Boulevard, Hillendale, MD 21239. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
31	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Lansdowne Health BLDG #227, 3902 Annapolis Road, Lansdowne, MD 21227. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
32	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Loch Raven BLDG #320 1801 Glen Keith Boulevard Parkville, MD 21234 1. 4 steam boilers	12	Month	\$ _____	\$ _____
33	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Hannah More Shelter, Bldg. 857, 12041 Reisterstown Road, Reisterstown, MD 21136 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
34	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Middle River Fire BLDG #12 609 Compass Road Middle River, MD 21220 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
35	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. North Point Government Center BLDG #780 7701 Wise Avenue Dundalk, MD 21222 1. 3 steam boilers	12	Month	\$ _____	\$ _____
36	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Perry Hall Fire BLDG #20, 9325 Belair Road, Perry Hall, MD 21236. 1. 1 hot water boiler	12	Month	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
37	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Pikesville Fire (new)BLDG #87 22 Walker Avenue Pikesville, MD 21208 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
38	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Pistol Range BLDG #92 2001 Dulaney Valley Road Towson, MD 21204 1. 1 hot water boiler	12	Month	\$ _____	\$ _____
39	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Public Safety Building BLDG #994 700 E. Joppa Road Towson, MD 21204 <b>1. 3 hot water boilers</b> 2. 1 cooling tower 3. 1 chilled water loop 4. 1 heating hot water	12	Month	\$ _____	\$ _____
40	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Texas Fire BLDG #17 9835 York Road Cockeysville, MD 21030 1. 1 hot water boiler	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 10 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
41	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Towson Fire Bldg, 204 Courtland Avenue, Towson, MD 21204. <b>1. 1 hot water boiler</b>	12	Month	\$ _____	\$ _____
42	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Westview Fire Bldg #13, 6300 Johnnycake Road, Woodlawn, MD 21207. <b>1. 1 hot water boiler</b>	12	Month	\$ _____	\$ _____
43	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. White Marsh Police BLDG #21, 8220 Perry Hall Boulevard, White Marsh, MD 21162. <b>1. 2 hot water boilers</b>	12	Month	\$ _____	\$ _____
44	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Wilkens Police BLDG #101, 901 Walker Avenue Catonsville, MD 21228. <b>1. 1 hot water boiler</b> <b>2. 1 cooling tower</b> <b>3. 1 chilled water loop</b>	12	Month	\$ _____	\$ _____
45	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Woodlawn Fire BLDG #3, 7223 Windsor Mill Road, Woodlawn, MD 21207. <b>1. 1 hot water boiler</b>	12	Month	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
46	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Woodlawn Police BLDG #100, chilled water system, 6424 Windsor Mill Road, Woodlawn, MD 21207. 1. 2 hot water boilers 2. 1 chilled water loop	12	Month	\$ _____	\$ _____
47	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Edgemere Senior Center BLDG #64 6600 North Point Road, Baltimore, MD 21219. 1. hot water heat system	12	Month	\$ _____	\$ _____
48	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Towson Police BLDG #206, 115 W. Susquehanna Avenue, Towson, MD 21204. Year round building 1. hot water heat system 2. chill water system	12	Month	\$ _____	\$ _____
49	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Franklin Police Station, Nicodemus Road, Reisterstown, MD 21136. Year round building 1. 2 hot water boilers 2. 1 chilled water loop	12	Month	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
50	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Jefferson Building, 105 W. Chesapeake Avenue, Towson, MD 21204. 1. 1 Evapco cooling tower 2. 2 chillers 3. 1 hot water boiler 4. 1 dry cooler	12	Month	\$ _____	\$ _____
51	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Alms House, 9811 Van Buren Lane, Cockeysville, MD 21030. 1. 1 steam boiler	12	Month	\$ _____	\$ _____
52	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Pikesville Police BLDG #593, 215 Milford Mill Road, Pikesville, MD 21208. Year Round Bldg. 1. hot water boiler 2. chilled water loop	12	Month	\$ _____	\$ _____
53	<b>COMMODITY CODE: 885-16</b> Water Treatment chemicals, furnish and install as per specifications. Sherwood Farmhouse, 2002 Cromwell Bridge Road, Towson, Md. 21204. 1. 1 steam boiler. Baltimore County to provide the ports for the chemical feed lines.	12	Month	\$ _____	\$ _____

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PRICE SHEET PAGE 13 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
54	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Bengies Community Center, 11601 Eastern Avenue, Middle River, MD 21220. 1. 1 steam boiler Baltimore County to provide the ports for the chemical feed lines	12	Month	\$ _____	\$ _____
55	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Bldg# 162, Catonsville Library, 1100 Fredrick Road, Catonsville, MD 21228. 1. 4 water boilers Baltimore County to provide the ports for the chemical feed lines.	12	Month	\$ _____	\$ _____
56	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Bldg# 165, North Point Library, 1716 Merritt Boulevard, Essex, MD 21222. Year Round Bldg. 1. 2 water boilers 2. 1 chiller Baltimore County to provide the ports for the chemical feed lines.	12	Month	\$ _____	\$ _____
57	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Bldg# 168, Randallstown Library, 8604 Liberty Road, Randallstown, MD 21133. Year Round Bldg. 1. 3 water boilers 2. 1 chiller Baltimore County to provide the ports for the chemical feed lines.	12	Month	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND**  
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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
58	<p><b>COMMODITY CODE: 885-16</b>  Water treatment chemicals, furnish and install, as per specifications. Bldg# 169, Reisterstown Library, 21 Cockeyes Mill Road, Reisterstown, MD 21136.  1. 2 water boilers  Baltimore County to provide the ports for the chemical feed lines.</p>	12	Month	\$ _____	\$ _____
59	<p><b>COMMODITY CODE: 885-16</b>  Water treatment chemicals, furnish and install, as per specifications. Bldg# 170, Rosedale Library, 6105 Kenwood Avenue, Rosedale, MD 21237. Year Round Bldg.  1. 1 water boiler  2. 1 chiller  County to provide the ports for the chemical feed lines.</p>	12	Month	\$ _____	\$ _____
60	<p><b>COMMODITY CODE: 885-16</b>  Water treatment chemicals, furnish and install, as per specifications. Bldg# 184, Towson Library, 305 York Road, Towson, MD 21204.  1. 2 water boilers  Baltimore County to provide the ports for the chemical feed lines.</p>	12	Month	\$ _____	\$ _____
61	<p><b>COMMODITY CODE: 885-16</b>  Water treatment chemicals, furnish and install, as per specifications. Parkville Police, Bldg# 592, 8534 Old Harford Road, Parkville, Md. 21234 Year round bldg.  1. 1 water boiler  2. 1 chiller</p>	12	Month	\$ _____	\$ _____



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PRICE SHEET PAGE 15 OF 15		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
62	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Glen Arm Facility, 12200 Long Green Pike, Glen Arm, Md. 21057. 1. Two (2) hot water boilers	12	Month	\$ _____	\$ _____
63	<b>COMMODITY CODE: 885-16</b> Controller for dual bioxide.	1	Each	\$ _____	\$ _____
64	<b>COMMODITY CODE: 885-16</b> Degassing pump for dual bioxide	1	Each	\$ _____	\$ _____
65	<b>COMMODITY CODE: 885-16</b> Double wall tank (35 gallon) for dual bioxide.	1	Each	\$ _____	\$ _____
66	<b>COMMODITY CODE: 885-16</b> Standard inhibitor pump for dual bioxide.	1	Each	\$ _____	\$ _____
67	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Catonsville Senior Center 501 Rolling Road Catonsville, MD 21228	12	Month	\$ _____	\$ _____
68	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. Sears Building, 6901 Security Blvd, Baltimore MD 21244	12	Month	\$ _____	\$ _____
69	<b>COMMODITY CODE: 885-16</b> Water treatment chemicals, furnish and install, as per specifications. 305 Washington Ave, Towson, MD 21204	12	Month	\$ _____	\$ _____

**GRAND TOTAL \$ \_\_\_\_\_**

**COMPANY NAME: \_\_\_\_\_ FED ID OR SOCIAL SECURITY NO. \_\_\_\_\_**