

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



REQUEST FOR PROPOSAL NO. P-10000312

COMPUTER TRAINING CONSULTING SERVICES

Due Date: 12/13/24, Time: 3:00 PM

Pre-Bid Conference: 11/13/24, Time: 10:00 AM

bid@baltimorecountymd.gov

**BRIAN MOHNEY, SENIOR BUYER
PHONE: 410-887-3243**

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 Procurement Services web site (<https://www.baltimorecountymd.gov/departments/budfin/purchasing/>) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES**

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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 Division of Procurement Services. All bids must be submitted electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the SOLICITATION TITLE in the subject line of the email. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

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

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

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Division of Procurement Services. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the 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 Division of Procurement Services will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

2.6 Invoices against resulting order(s) must be submitted, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665 or via email to disbursement@baltimorecountymd.gov with vendor name in the subject line. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order

number and line number(s) that correspond with resulting order(s).

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

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

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

3. Reservations

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

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

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

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

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

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

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

Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

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

4. Delivery

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

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

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

5. Competition

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

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for

themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

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

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

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

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

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

6. Terminations

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

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To

terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

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

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

7. Hold Harmless – Indemnification

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

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

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and

officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

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 23% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

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

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

preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

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

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <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.

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

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

21.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method,

quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

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

21.4 *Additional Reservations for RFP's*

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

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

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business 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]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

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. Resident Agent as shown in SDAT:

Name: _____

Address: _____

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

(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 under \$300,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

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

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration

- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts

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

Step #1: Register your business with the [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 under \$300,000 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 . 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: P-10000312
Title: Computer Training Consulting Services

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 bmohney@baltimorecountymd.gov by 12/06/24, 3:00 p.m.

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 legal business name below, as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line.</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.	<p>Social Security Number</p> <table border="1" style="width:100%; text-align:center;"> <tr> <td> </td><td> </td><td> </td><td> </td><td>--</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <p align="center">OR</p> <p>Employer Identification Number</p> <table border="1" style="width:100%; text-align:center;"> <tr> <td> </td><td> </td><td> </td><td> </td><td>--</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>					--												--							
				--																					
				--																					
CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING																									
CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:																									
Filing Status (Ownership)																									
Individual	Sole Proprietor																								
Corporation	Partnership																								
Limited Liability Company	Other (explain)																								
CERTIFICATION:																									
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

MBE / WBE Certification

Maryland Department of Transportation (MDOT)

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

City of Baltimore

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

Business Ownership (Check Only One)

<input type="checkbox"/>	G	Government Entity	<input type="checkbox"/>	O	Other: _____
<input type="checkbox"/>	H	Disabled	<input type="checkbox"/>	P	Non Profit
<input type="checkbox"/>	MA	Minority-owned, Not small business	<input type="checkbox"/>	W	Woman-owned, Small business
<input type="checkbox"/>	M	Minority-owned, Small business	<input type="checkbox"/>	WA	Woman-owned, Not small business
<input type="checkbox"/>	NS	Non-minority-owned, small business	<input type="checkbox"/>	X	Woman-owned, Minority, Small business
<input type="checkbox"/>	NL	Non-minority-owned, Large business	<input type="checkbox"/>	XA	Woman-owned, Minority, Not small business

Type of Business/Organization

<input type="checkbox"/>	Association	<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Government Entity	<input type="checkbox"/>	Educational Institution
<input type="checkbox"/>	Medical Service Provider	<input type="checkbox"/>	Non-profit Organization
<input type="checkbox"/>	Other: (explain)	<input type="checkbox"/>	Financial Institution

Ethnicity of Ownership (Check Only One)

<input type="checkbox"/>	A	Asian American	<input type="checkbox"/>	I	American Indian/Alaskan Native
<input type="checkbox"/>	B	African American	<input type="checkbox"/>	N	Non-minority
<input type="checkbox"/>	H	Hispanic American	<input type="checkbox"/>	O	Other Ethnic Group: _____

Incorporation

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

Signature

I certify that the information shown on this registration is true and correct. I will advise the Division of Procurement Services 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

@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.

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 Packers 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.**¹

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.

¹ MDOT MBE Manual 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:

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

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
SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)**

**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.

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Contract Name, Bid/Proposal Number: _____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

Print Representative Name, Title	Best Contact Information
<input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City	Certification Number
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A	

1. NAICS Code(s), Work/Services to be performed by MBE/WBE Subcontractor: _____

2. Subcontract Amount: \$ _____ or _____% of the County contract cost.

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _____

5. This is a MBE-Owned Business Firm: Yes _____ No _____

6. This is a WBE-Owned Business Firm: Yes _____ No _____

NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MBE/WBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime's execution of a contract for the above referenced project with the Baltimore County, and provide a copy of the fully executed MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor's mobilization timeframe) to mwbe@baltimorecountymd.gov within 10 calendar days of receipt by the Prime of FORM C-Subcontractor from the County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____ Date: _____

MBE/WBE Subcontractor's Printed Name and Title: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

**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.

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

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 or call (410) 887-3407.

Cc: File

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES**

GENERAL CONDITIONS

1. BACKGROUND.

- 1.1 The Baltimore County Government workforce consists of over 8,000 employees working in 37 individual agencies spanning 500 different sites to cover the 612 square miles of Baltimore County. The agencies run from the large Department of Public Works, which employs over one thousand people, to smaller agencies like the Office of Human Resources, which has less than 40 employees. This diverse workplace is organized into over 400 separate job classifications serving the citizens of Baltimore County.
- 1.2 Last fiscal year the Computer Training Center (CTC) provided training for approximately 1,236 employees. Classes were varied and included beginning level classes in the use of personal computers, operating systems, the Internet, word processing, data entry, Project Management, and spreadsheets. More advanced classes included advanced data base management and ARCGIS instruction. Baltimore County intends to procure training services from individuals or organizations to meet agencies' training needs as well as any future training that may be required.
- 1.3 Classes will be held in the CTC as well as satellite locations within Baltimore County. On occasion the County may elect to send employees to the Contractor's training facility for instruction. The size of the class will vary with the specialty or topic. The more technical classes may not have as many students as the application classes. The County's training classes will hold 14 students.
- 1.4 Training is usually conducted during CTCs regular hours of operation, 8:00 am to 4:00 pm Monday through Friday. However, Offerors should note that there might be the need for training any day of the week or any time of the day or night to accommodate specific department needs.
- 1.5 Human Resources coordinates and administers in-service and certified computer training programs for Baltimore County Government Employees. The County currently uses a combination of in-house staff and outside contractors to deliver the program to participants. The CTC also has the capability to develop specialized training and consulting programs to fit the individual needs of the client, in any discipline.

2. SCOPE OF SERVICES.

- 2.1 The County intends to award several term contracts to qualified trainers and consultants to provide training and consulting services for Technical, Soft Skills, and Computer Related Topics to County employees on an "as needed" basis. The courses listed are the core training courses currently required by the County. As a result of changing technologies and implementing these new technologies, changes will be required to the training content, e.g.; new versions and operating systems. Contractors will be expected to keep their skills current.
- 2.2 New training requirements identified after contract award will be discussed with the various Contractors to determine if existing Contractors can provide the new training.
- 2.3 The County intends to award multiple vendors to allow for flexibility of scheduling and will use contractors where their strengths are. We intend to have multiple instructors for each course. Training services will be assigned on an "as required" basis throughout the term of the Agreement. Baltimore County reserves the right to award individual assignments on an "as needed" basis and also reserves the right to award certain assignments based on demonstrated areas of expertise and availability of instructors.

- 2.4 The County requires outside trainers have special expertise and educational achievement in the specific area of instruction. Certified courses require certified instructors. Example, a Novell certified instructor would be required to teach a Novell Certification course. Instructors teaching any certified course will be required to provide verification of their certification in the specific subject matter.
- 2.5 Courses vary in format and length therefore the unit of measure is listed as *session*. The course length may vary course to course to accommodate special needs and work schedules. Some are scheduled as one or two-day seminars while others are scheduled in one-to-four-hour blocks, meeting weekly or bi-weekly. Instructional hours vary from 4 hours up to 20 hours. Contractors must be flexible to the scheduling needs of the County.
- 2.6 Most of the courses are characterized by a wide range of “employee” participants with various educational and experience backgrounds. Some classes are restricted to a type of employee, such as those requiring certification, while other classes are open to all employees.
- 2.7 The County will supply the course material for each course, provided by Logical Operations, for the core courses, e.g., MS Word, Windows. The Contractor will be required to provide course material for each student in all technical courses, e.g., JAVA, Oracle, Linux and should consider the course material cost in their bid price. The County must pre-approve all course material.
- 2.8 The quantities indicated on the *price sheet* are approximate and are for the purpose of bid evaluation. The County reserves the right to order services that may be required during the said period, and it also reserves the right to not order services bid upon by the Contractor, if it is found that such services are not required by the County during the period covered by this contract.
- 2.9 All courses must be 508 Compliant, both audio and text options.
- 2.10 All courses must be AICC and SCORM Compliant.

3. **PROPOSAL REQUIREMENTS.** Proposals should be submitted in the described format. The County reserves the right to reject proposals not conforming to this format. Proposals should be clear, concise and easy to understand.

3.1 **Introduction and Company Profile**

- 3.1.1 Provide the following information. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor. The length of Company Profile should be **no more than one (1) page** per firm.
- 3.1.2 Provide the firm name and address, federal employer identification number, telephone number, facsimile number, year established (including former firm names and year established, if applicable).
- 3.1.3 Provide the name, address, telephone, email and fax number of person(s) who may be contacted regarding the submitted Proposal.
- 3.1.4 Indicate the type of ownership and parent company, if any.
- 3.1.5 Provide the name and title of the duly authorized person that will be executing the contract for your company if you are one of the successful offerors.
- 3.1.6 Indicate if your company is in good standing with the Maryland Department of Assessments and Taxation.

3.2 **Organizational Structure and Key Staff Resumes**

- 3.2.1 Describe how you propose to organize your team to fulfill this contract. List the key team members that will be involved in this contract.
- 3.2.2 Provide resumes for key staff who will be involved in this contract, include their qualifications, Certification of Achievements (License, Diploma, etc.).
- 3.2.3 If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor.

3.3 **Experience and Reference Summary**

- 3.3.1 Provide the following information relative to your firm's experience and references. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor.
 - 3.3.2 Summarize experience and relate its relevance to the proposed contract in terms of technical scope.
 - 3.3.3 List background and expertise to accomplish all tasks set forth in this RFP. **Do not** include an extensive list of projects that are not relevant to this contract.
 - 3.3.4 References, list three (3) current clients you are or have provided services for, similar in scope, within the last 18 months. Include company name, address, phone and fax numbers, email address, a description of the services provided, the amount of the contract and the client contact person.
- 3.4 **Miscellaneous.** Any miscellaneous information relevant to the contract not included in a previous section may be included in this section. E.g., Procurement Affidavit, Addenda, Attachments.
- 3.5 **Price Proposal.** The price proposal **must be bound** separately from the technical proposal and mailed together in one package. There shall be **NO reference** to price in the technical proposal.

4. **TERM OF AGREEMENT.**

- 4.1 The term of the contract shall be for one (1) year, beginning on or about June 1, 2025. 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.
- 4.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division of at least ninety (90) days prior to the current terms expiration date.
- 4.3 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.

5. **PRE-PROPOSAL CONFERENCE.**

- 5.1 A pre-proposal teleconference is scheduled for Wednesday, November 13, 2024 at 10:00 a.m. via WebEx. Prospective Offerors should contact the Buyer at bmohney@baltimorecountymd.gov to be added to the registration list for the teleconference. **The deadline to register for the Pre-Proposal conference is Tuesday, November 12, 2024 at 12:00 p.m.**

- 5.2 The purpose of the conference is to clarify any parts of the solicitation and answer questions which may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-proposal conference will be posted on the website at www.baltimorecountymd.gov/purchasing.
6. **QUESTIONS AND INQUIRIES; ADDENDA.** Any inquiries relative to this request for bid should be directed to the Buyer, Brian Mohnney, at bmohney@baltimorecountymd.gov.
- 6.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at: <https://www.baltimorecountymd.gov/departments/budfin/purchasing/opportunities-bid-results-and-active-contracts>.
- 6.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Division of Procurement Services. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 6.3 **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.**
7. **EVALUATION OF OFFERS.** Award will be made to the responsible offeror whose proposal best meets the needs of the County as set forth herein.
- 7.1 Proposals will be evaluated based on the following criteria, listed in order of importance.
- 7.1.1 Organization, skills and proficiency in providing the required services outlined in this RFP.
- 7.1.2 Demonstrated experience and technical qualifications.
- 7.1.3 Fiscal and administrative structure, length of time providing these services, as well as demonstration of ability to provide all of the appropriate services along with resources.
- 7.1.4 References.
- 7.1.5 MBE/WBE Participation
- 7.1.6 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.
- 7.1.7 Cost.
- 7.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.
- 7.3 This RFP will result in the submission of “proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.
- 7.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forthrightness at the time of proposal submission.

7.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

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

9. **OFFEROR QUALIFICATIONS.**

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

9.2 Prior to awarding of this contract, the county reserves the right to inspect the facilities of any responsive Offeror. The reputation of Offerors regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

10. **ELECTRONIC SUBMITTAL PROCESS AND REQUIRED COPIES.**

10.1 The cost of preparing Proposals is the responsibility of Offerors.

10.2 **To be considered, Proposals shall be received by the closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Proposal Number should be referenced in the Subject Line of the e-mail. Proposals may not be submitted by any other means. Proposals 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.**

10.2.1 **DO NOT CARBON COPY** (cc) the buyer on the proposal submission.

10.3 **Technical, MBE/WBE and Price Proposals are to be submitted separately. There shall be no reference to the price of products and services in the Technical Proposal.** All timely proposals become the property of County.

10.3.1 The Technical, MBE/WBE and Price Proposal should be submitted in separate emails and marked as such in the subject line.

10.4 Late Proposals will not be considered. Offerors are strongly encouraged not to wait until the last minute to submit proposals. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Proposals received after the deadline will not be accepted. Offerors 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 Offeror's email provider which are beyond the control of the County. Offeror should consider separating any large proposal attachment into multiple parts and emailing each part separately. In such case, Offeror will note that each email is *1 of 2, 2 of 2*, etc. Multiple part Proposals will not be considered unless all parts are received by the bid closing date and time.

10.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information.

10.6 Each Proposal shall be accompanied by an executed procurement affidavit in the Technical Proposal which is provided by the Purchasing Division in the solicitation package.

10.7 After submitting a Proposal to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror's records. In the

case of a proposal submitted in multiple parts as described in 10.4, an auto-receipt email will be generated for each part. The County has no obligation to consider any Proposal for which an auto-receipt was not generated.

10.8 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 Proposal.

11. FUNDING OUT.

11.1 If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

12. INSURANCE.

12.1 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.

12.2 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.

12.3 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.

13. COUNTY HOLIDAYS.

New Year's Day	Labor Day
MLK, Jr. Birthday	Indigenous People's Day
Presidents' Day	General Election Day (each even year)
Memorial Day	Veterans' Day
Juneteenth Day	Thanksgiving Day
Independence Day	Christmas Day

14. MULTI-AGENCY PROCUREMENT.

14.1 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A purchase order will be issued against the original supplier contract, confirming the contracted pricing and giving quantity and delivery requirements.

15. COOPERATIVE PURCHASE.

15.1 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.

- 15.2 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.

16. “SAMPLE” FORM CONTRACT

- 16.1 A sample of the County’s form contract may be found on the Baltimore County website at <https://www.baltimorecountymd.gov/departments/budfin/purchasing/opportunities-bid-results-and-active-contracts>. By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.
- 16.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 16.3 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the Offeror non-responsive.
- 16.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

17. UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

- 17.1 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 may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor for consideration. The Contractor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <https://www.baltimorecountymd.gov/departments/economic-development/business/workforce-services>

18. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

- 18.1 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:

18.1.1 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

18.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

18.1.3 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

18.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

19. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

(MBE/WBE). The resulting minority and women business participation requirement for this contract is **20%**.

19.1 Each Prime 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 MBE/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 or you may contact the buyer on the solicitation.

19.2 The Prime Contractor shall comply with the required participation levels on a cumulative basis for the full term of the contract. The Prime Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or supplier listed on the participation schedule.

19.3 If no minimum participation level has been assigned, the Prime Contractor shall nevertheless make a genuine good faith effort to comply with the County's MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. The Prime Contractor 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 Contractors 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 for 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 an MDOT and/or City of Baltimore certified firm.

If the materials or supplies are purchased from an MBE/WBE supplier, 60% of the cost of the materials or supplies from the certified MBE/WBE supplier will be counted toward the MBE/WBE goal.

The failure of a Bidder/Offeror to properly complete and submit the appropriate MBE/WBE plan forms and, if applicable, required Good Faith Effort (GFE) documentation shall result in

the bid/proposal being deemed as nonresponsive and not susceptible of being selected for award.

19.3.1 Within 10 working days of receiving notification that the Bidder/Offeror is the apparent awardee, the Bidder/Offeror shall provide the following documentation to the Buyer:

- a. BCG FORM C-Subcontractor MBE-WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD accompanied by a fully executed copy of the subcontract for each subcontractor.
- b. Any other documentation required by the Buyer to ascertain Bidder's/Offeror's susceptibility of being selected for award in connection with the certified MBE/WBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE APPARENT AWARDEE IS NOT RESPONSIBLE AND THEREFORE NOT SUSCEPTIBLE FOR CONTRACT AWARD.

19.3.2 Prospective Bidders/Offerors are advised to carefully review the Minority and Disadvantage Business Enterprise Package regarding MBE/WBE or DBE participation.

19.3.3 **All MBE/WBE** subcontractors must be MDOT or Baltimore City certified at the time of bid/proposals submission to count towards the MBE/WBE solicitation subcontract goal.

19.3.4 If the Bidder/Offeror is a certified Minority or Women Business Enterprise, it should be so indicated with the certification number in the Bid or Technical Proposal.

19.4 Under circumstances where mobilization payments are issued to the Prime Contractor, the subcontractor shall be paid an amount equal to their participation percentage no later than five (5) business days before they are required to mobilize to perform the contracted work.

The Prime Contractor shall submit proof of mobilization payment to subcontractors when the subcontractor performs their initial item of work in the MBE/WBE Compliance portal.

19.5 **Prompt Payment**

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.

- The Prime Contractor shall report the subcontractor's mobilization cost as the initial payment in the PRISM Compliance Portal found under Compliance Reporting for Prime and Sub-Contractors at www.baltimorecountymd.gov/go/MBE/WBE.
- 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.

- 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.
- Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that MBE/WBEs and other contractors are fully and promptly paid.

19.6 All Prime Contractors and MBE/WBE and/or DBE subcontractors are required to report monthly to the County through the online Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/MBE/WBE. Prime Contractors must provide a contact person and contact information for the MBE/WBE compliance reporting. If the Prime Contractor cannot submit its report on time, it must 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, and may result in a finding of default under the terms of the contract. 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/WBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

20. BACKGROUND CHECKS.

20.1 Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all contractor or subcontractor personnel that have the ability to view or access any County data or facilities. The Contractor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data or facilities. The background checks should be sent to The Office of Information Technology. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Contractor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES**

SPECIFICATIONS

1. BALTIMORE COUNTY RESPONSIBILITIES.

- 1.1 The County will pay the Contractor the bid price as specified in the contract. Payment will be processed upon receipt of an approved invoice, net 30 days.
- 1.2 The County will provide; the training facility, PC's, standard audio-visual equipment including, television, overhead projector, display projector, white boards with markers and course material for *core courses*.
- 1.3 The County will provide a statement of objectives for the courses and a topical outline.
- 1.4 The County will provide a training evaluation form to be completed by each participant.
- 1.5 The County will establish the maximum class size depending on the nature of the training and the instructional methods to be used. Typically, the maximum class size is fourteen (14).
- 1.6 The County will **not** pay for the use of commercially available material (Film or Video rentals, assessment instruments, "packaged material") unless approved in advance. If approved in advance, the County will purchase this material directly from the provider. Use of commercial materials is limited and will be approved only if determined that it meets an objective not obtainable by other less expensive methods.
- 1.7 Under **no** circumstance will the County reimburse instructors for supplies, materials equipment, etc. normally provided by the County.
- 1.8 The County will monitor the instructor's performance and future use of an instructor will be determined by County personnel on both evaluation forms and observation.
- 1.9 The County reserves the right to exclude content or an instructional method deemed not appropriate.
- 1.10 The County reserves the right to cancel a scheduled class within three (3) days of the class start **without** payment to the instructor / Contractor. In the event a program is cancelled within 24 hours of the program start, the County will pay the instructor / Contractor the daily unit price bid or the calculated daily unit price depending on the course length. The instructor / Contractor will be paid one (1) day for courses scheduled for up to two (2) days in length and no more than two (2) days for scheduled courses over three (3) days duration.
- 1.11 The County will **not** pay for "extended" time unless approved in advance.

2. CONTRACTOR'S RESPONSIBILITIES.

- 2.1 Upon notification, the Contractor must respond within three (3) business days to a request for an instructor and provide a written or emailed quote detailing the training, instructor, dates and verify cost.
- 2.2 The Contractor will provide instructors with verifiable achievements, expertise and certifications, if required, in the subject matter.

- 2.3 The Contractor will provide quality instruction upon direction by the County and subject to scheduling being suitable to both parties.
- 2.4 The Contractor will plan and develop the course based on the objectives provided by the County. The County will pay the hourly rate bid for preparation and development time for approved customized courses only.
- 2.5 Any course material developed by the Contractor for the County will be the property of the County.
- 2.6 The County and Contractor will determine instructional methods, develop the course material, provide instructional materials (instructor guide, overheads, exercises, case studies, etc.) and participant materials. The Contractor will provide technical course material once approved by the County.
- 2.7 The Contractor will pay for any related cost such as parking, travel, meals and out-of-pocket expenses. County's total payment to the instructor is the bid amount in the contract.
- 2.8 The Contractor should plan to utilize the full-time allotment for the class within 15 minutes.
- 2.9 Upon completion of each course, the County will process and provide a copy of all completed evaluation forms to the instructor / vendor.

3. **COURSES.**

3.1 **PC Easy - Introduction to Personal Computers and Windows - Session Length: One Day**

Course Description - This course describes the basic hardware components of a personal computer (PC). Explanations of hard drives and peripheral equipment, and using a mouse in a graphical user interface (GUI) environment will be covered. This course also explores the main types of computer applications used in conducting everyday County business. Students will be introduced to the graphical user interface (GUI) and the basic types of hardware and software through the use of lectures, demonstrations and hands-on training using the PC. This course also covers the basic Windows environment used by Baltimore County with general customization for County users.

Course Material – County Handout

3.2 **Internet Basics - Session Length: Half Day**

Course Description - This course will cover basic internet skills. Students will gain an understanding of how the internet works, how to access, and what kinds of information are available.

Course Material – Logical Operations

3.3 **Internet Advanced - Session Length: Half Day**

Course Description - This course will cover advanced internet skills. Students will learn how to do more advanced searches, discuss different search engines, and explore information on the web.

Course Material – Logical Operations

3.4 Keyboarding Part 1 and Part 2 - Session Length: Two Half Day Classes

Course Description - This course eliminates the one-fingered typist and teaches students the basics of the keyboarding and correct finger placement to help develop typing skills. Topics covered include: introduction to the keyboard, typing fundamentals, finger placement, an ergonomics checklist, keyboard practice, keyboarding games and periodic skills evaluation.

Course Material – County Handout

3.5 File Management - Session Length: One Day

Course Description - This course prepares students to perform file management functions in a local and network environment using the Windows Operating System(s). Topics to be covered include a discussion of file storage and organization, using My Computer and Windows Explorer for file manipulation and organization on local, diskette and remote drives, recognizing executable and program specific files, formatting diskettes, and utilizing the more important disk maintenance tools available in Windows.

Course Material – County Handout

3.6 Microsoft Word (2016 or any newer version) - Level 1 - Session Length: One Day

Course Description - This course prepares the student to perform the beginning functions using Microsoft Word. Topics covered include: the basics of creating, saving, retrieving, and editing text, navigation, additional editing techniques, character and paragraph formatting, introduction to tabs and tables, controlling page appearance and printing.

Course Material – Logical Operations

3.7 Microsoft Word (2016 or any newer version) - Level 2 - Session Length: One Day

Course Description - This course prepares the student to perform intermediate functions using Microsoft Word. Topics include: tables, sections, columns, styles, solving style problems, outlines, table of contents, change tracking, the document map, creating indexes and table of contents

Course Material – Logical Operations

3.8 Microsoft Word (2016 or any newer version) - Level 3 - Session Length: One Day

Course Description - This course prepares the student to perform some advanced functions using Microsoft Word. Topics include: tables, styles, versioning, templates, forms, bookmarking locations working with master documents, adding document summaries, and working with advanced styles.

Course Material – Logical Operations

3.9 Microsoft Word (2016 or any newer version) - Mail Merge - Session Length: Half Day

Course Description - This course prepares the student in the use of advanced functions of Microsoft Word using Mail Merge Helper to produce merged documents. Topics covered include: creating a data source, creating a main document, editing the data source and main document, inserting merge fields, merging to labels, form letters, envelopes and catalogs, merge and query options, changing and using other data sources.

Course Material – County Handout

3.10 Microsoft Word (2016 or any newer version) – Graphics - Session Length: One Day

Course Description - This course gives the student an in-depth knowledge of using graphics and graphic objects in Microsoft programs. Although taught in Microsoft Word, once the student completes this course, they will be able to manipulate graphics in any Microsoft program. Topics cover working with AutoShapes, Drawing Objects, ClipArt, Downloaded and Saved Photos, Word Art, Text Boxes and Page Borders.

Course Material – County Handout

3.11 Microsoft Word (2016 or any newer version) - Styles - Session Length: One Day

Course Description - Styles are the driving force behind many of the more advanced features of MS Word. In order to effectively utilize outlining, numbering, table of content generation and many other important Word capabilities, an understanding of styles is essential. This class will provide the foundation every Word user needs in understanding and using styles and a variety of advanced document features.

Course Material – County Handout

3.12 Microsoft Word (2016 or any newer version) - Tables, Templates and Forms - Session Length: Half Day

Course Description - This course prepares the student in the use of advanced functions using Microsoft Word. Topics covered include: creating and modifying tables, form field options, layout and elements, Visual Basic for Applications, finishing the form, online forms and creating and modifying templates.

Course Material – County Handout

3.13 Microsoft Excel (2016 or any newer version) - Level 1 - Session Length: One Day

Course Description - This course prepares the student to perform the beginning functions using Microsoft Excel to create spreadsheets where it is necessary to do calculation of data. Topics covered include entering and correcting data, navigating techniques, ranges, functions, absolute references, the fill series feature, formatting the worksheet, text and numbers, printing options, multiple-sheet workbooks, charts, outlining data and spreadsheet solutions.

Course Material – Logical Operations

3.14 Microsoft Excel (2016 or any newer version) - Level 2 - Session Length: One Day

Course Description - This course prepares the student to perform intermediate functions using Microsoft Excel. Topics covered include enhancing and working with charts, adding graphic objects, single and multiple-level data sorts, filtering data and working with custom filtering criteria.

Course Material – Logical Operations

3.15 Microsoft Excel (2016 or any newer version) - Level 3 - Session Length: One Day

Course Description - This course prepares the student to perform advanced functions using Microsoft Excel. Topics covered include working with and creating custom toolbars, creating and using styles and templates, advanced formula construction (IF, VLookup, IS), pivot tables, formulas between multiple workbooks, goal seeking and solver utilities, scenarios, protecting workbooks and running and recording macros.

Course Material – Logical Operations

3.16 Microsoft Excel (2016 or any newer version) – Formulas and Functions - Session Length: One Day

Course Description - Advanced formulas and functions class will demystify some of the most challenging of more than 300 functions in Excel and shows how to put them to their best use.

Course Material – County Handout, Logical Operations

3.17 Excel (2016 - or any newer version) Data Analysis with PivotTables – Session Length: One Day

Course Description - Advances in technology have made it possible to store ever increasing amounts of data. Along with this, the need to analyze that data is greater than ever. You will not only be able to summarize data for you to analyze, but also organize the data in a way that can be meaningful when presented to others.

Course Material – Logical Operations

3.18 Excel (2016 or any newer version) PowerPivot – Session Length: One Day

Course Description - This course prepares the student to organize, manipulate and report large amounts of data quickly and report it in the best way possible.

Course Material – Logical Operations

3.19 Outlook Introduction (2016 or any newer version) - Session Length: Half Day

Course Description - This course provides students with an understanding of exactly what the Outlook application does, and how they can use it to increase their productivity. After completing this course students will be prepared to send, receive, forward and reply to email; use the address book, and utilize basic calendar features of the application.

Course Material – County Handout, Logical Operations

3.20 Outlook Advanced (2016 or any newer version) - Session Length: Half Day

Course Description - This course utilizes the more advanced components of Outlook. Students will learn how to customize the Outlook interface and set messaging, calendar and address book options that effect the overall operation of the application. Students will also learn to share messages, folders, address books, and Outlook resources with other users, and to use rules and filters to automate the processing of messages and other Outlook information.

Course Material – County Handout, Logical Operations

3.21 Outlook Web Access (2016 or any newer version) - Session Length: Half Day

Course Description - This class will prepare students to use email and calendar functions of Outlook, utilizing a web browser to work with the Outlook email and calendar functions, composing, sending, receiving and forwarding email, posting appointments, reminders and tasks for the calendar and utilize the Outlook Address Book and group scheduling and capabilities of the program and to create folders in which to organize their Outlook items.

Course Material – County Handout, Logical Operations

3.22 Microsoft PowerPoint (2016 or any newer version) - Level 1 - Session Length: One Day

Course Description - This course prepares the student to create Presentations using the functions of Microsoft PowerPoint. Topics covered include: creating a variety of preset slides such as title, bulleted, organization chart, using word art, inserting graphics, working with the drawing toolbar, creating charts, selecting and changing templates, creating animation and using the slide show options.

Course Material – Logical Operations

3.23 Microsoft PowerPoint (2016 or any newer version) - Level 2 - Session Length: One Day

Course Description - This course prepares students to create advanced presentations, to embed and import objects, create templates, advanced graphics functions, additional animation techniques, inserting movies and sounds, sending slides to other MS Office programs and creating hyperlinks.

Course Material – Logical Operations

3.24 Microsoft Project (2016 or any newer version) - Level 1 - Session Length: One Day

Course Description - This course helps students use MS Project to assist them with project planning. Topics covered include: constraints common to all projects, customer requirements, time management, resources such as labor, material and equipment, project execution and communicating information to stakeholders.

Course Material – Logical Operations

3.25 Microsoft Project (2016 or any newer version) - Level 2 - Session Length: One Day

Course Description - This course helps students manage a project after a project has begun. Topics covered include: creating a baseline plan, tracking an active project, managing tasks that will occur in the future, work with resource needs, customize MS Project, work with data in other applications and work with a resource pool, subprojects and multiple projects.

Course Material – Logical Operations

3.26 PC Essentials - Session Length: One Day

Course Description - This course explores computer features available in the Windows 10 operating system for Baltimore County users. Students will be introduced to the basic hardware computer equipment, file management organization techniques, Windows 10 features, applications and utilities. A brief demonstration of Microsoft Office 2016 software is also presented in class.

Course Material – County Handout

3.27 SharePoint Foundation 2016: Site User (or any new version) - Session Length: One Day

Course Description - Students will be able to effectively utilize resources on a typical SharePoint Foundation team site in the course of performing normal business tasks. They will be able to access and navigate SharePoint content, add, upload, modify, search for, and preview documents in document libraries, add and modify items in lists, configure list views, and filter and group lists, create and update your profile; tag, share, and follow any content on sites; access, create, save, and manage document versions, integrate data with Microsoft Office applications, and access data from a mobile device.

Course Material – Custom BCG

3.28 SharePoint Foundation 2016: Site Owner (or any new version) - Session Length: One Day

Course Description - Students will be able to create a SharePoint team site and perform basic content management tasks on a single SharePoint site. Students will be able to create and configure new sites, add and configure a new document library and lists, create custom lists and forms, assign permissions and access rights, and extend SharePoint functionality with web parts.

Course Material – Logical Operations

3.29 Visio (2016 or any newer version) - Level 1 - Session Length: One Day

Course Description - This course prepares students in the basic concepts for creating flowcharts, cross- functional flowcharts and organization charts. Topics covered include: using and creating shapes, printing drawings, creating custom stencils and many time-saving shortcuts and techniques to increase user productivity.

Course Material – Logical Operations

3.30 Visio (2016 or any newer version) - Level 2 - Session Length: One Day

Course Description - This course will build upon the knowledge gained and enable you to work with many advanced features, including using the drawing tools, creating and working with custom stencils and templates, and sharing your Visio drawings with other applications.

Course Material – Logical Operations

3.31 Intentionally Deleted.

3.32 Windows 10 Session Length: Half Day

Course Description - This course gives the students the basic Windows concepts and skills. You will learn how to log on to Windows 10, explore the user interface and identify Windows 10 components such as the Desktop, Task Bar, Start list, how to manage files and folders and browse the internet.

Course Material – County Handout

3.33 ArcGIS (10.5 or any newer version) - Level 1: Getting Started with GIS - Session Length: Two Days

Course Description - A certified instructor will provide the foundation for understanding what GIS is, what it can do, and how others are using it. You learn the basic functions of a GIS, why a GIS database is powerful, and what coordinate systems and map projections are and why they are important. In course exercises, you work with ArcMap to visualize geographic data, create maps, query a GIS database, perform spatial analysis using common analysis tools, and solve geographic problems using a systematic approach.

Course Material - ESRI

3.34 ArcGIS (10.5 or any newer version) - Level 2: Tools and Functionality - Session Length: Three Days

Course Description - ArcGIS Desktop software is an integrated system that includes all the tools needed to get the most out of a GIS. A certified instructor will teach the range of functionality available in the software and the essential tools for visualizing, creating, managing, and analyzing geographic data. The hands-on course exercises emphasize practice with ArcMap and ArcCatalog (the primary applications included with ArcGIS Desktop software) to perform common GIS tasks and workflows. The tools for creating and managing geographic data, displaying data on maps in different ways, and combining and analyzing data to discover patterns and relationships are highlighted, and you learn how ArcGIS Desktop provides a complete GIS software solution. By the end of the course, you will be prepared to start working with the software on your own.

Course Material - ESRI

3.35 Crystal Reports - Level 1 - Session Length: Two Days

Course Description - This course will help the student to obtain output from databases. The student will build basic list and group reports that work with almost any database.

3.36 Crystal Reports - Level 2 - Session Length: Three Days

Course Description - The student will build upon the skills learned in Level 1 and be taught how to create more sophisticated reports like subreports and cross-tabs. Also, the student will learn how to increase the speed and efficiency of reports by using SQL queries and dictionaries.

3.37 WebEOC - Session Length: Half Day

Course Description - WebEOC is a web-based information management system that provides a single access point for the collection and dissemination of emergency or event-related information. It was designed to aid decision making by providing authorized users real-time information in a user-friendly format. WebEOC can be used during the planning, mitigation, response and recovery phases of any emergency. It can also be used by agencies during day-to-day activities to manage routine and non-emergency related operations.

Course Materials – County Handout

3.38 Writing for the Web - Session Length: One Day

Course Description - Students will learn about document styles and what does and doesn't work well on web sites. Students will also learn the Bite, Snack and Meal concept, how to chunk data, and the tasks of rewriting and preparing documents for the web. Anyone who prepares content for the web or who is directly responsible for placing data on the Baltimore County or BCPoint web sites will benefit from this class.

Course Materials – County Handout

3.39 Microsoft Publisher 2016 (or any newer version) – Session Length: One Day

Course Description – The students will learn to create, format, edit and share publications. Students will perform basic tasks in the Microsoft Publisher interface, add content to a publication, format text and paragraphs in a publication, management text in a publication, work with graphics in a publication and prepare a publication for printing and sharing.

3.40 Training, Computer Customized Course Curriculum, Various

Per Hour – If, during the course of this Agreement, the County request the Contractor to develop customized curriculum, the Contractor shall be paid for these services at the hourly rate quoted on Line 40 of the price proposal.

3.41 Training, Computer Customized Course Curriculum, Workday ERP Software

Per Hour - If, during the course of this Agreement, the County requests the Contractor to develop customized curriculum related to the Workday ERP system, the Contractor shall be paid for these services at the hourly rate quoted on Line 41 of the price proposal.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES
Due Date: 12/13/24, 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: _____

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: <https://www.baltimorecountymd.gov/departments/budfin/purchasing/vendor-resources>

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES
Due Date: 12/13/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 4		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 924-35 Training, PC Easy (1 day).	1	Session	\$ _____	\$ _____
2	COMMODITY CODE: 924-35 Training, Internet Basics (1/2 day).	1	Session	\$ _____	\$ _____
3	COMMODITY CODE: 924-35 Training, Internet Advanced (1/2 day).	1	Session	\$ _____	\$ _____
4	COMMODITY CODE: 924-35 Training, Keyboarding, Part 1 and Part 2 (2 - 1/2 day).	1	Session	\$ _____	\$ _____
5	COMMODITY CODE: 924-35 Training, File Management (1 day).	1	Session	\$ _____	\$ _____
6	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version), Level 1 (1 day).	1	Session	\$ _____	\$ _____
7	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version), Level 2 (1 day).	1	Session	\$ _____	\$ _____
8	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version), Level 3 (1 day).	1	Session	\$ _____	\$ _____
9	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version) Mail Merge (1/2 day).	1	Session	\$ _____	\$ _____
10	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version) Graphics (1 day).	1	Session	\$ _____	\$ _____
11	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version) Styles (1 day).	1	Session	\$ _____	\$ _____
12	COMMODITY CODE: 924-35 Training, MS Word (2016 or any newer version) Tables, Forms and Templates (1 day).	1	Session	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES
Due Date: 12/13/24, Time: 3:00 P.M.

PRICE SHEET PAGE 2 OF 4		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
13	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any newer version), Level 1 (1 day).	1	Session	\$ _____	\$ _____
14	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any newer version), Level 2 (1 day).	1	Session	\$ _____	\$ _____
15	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any newer version), Level 3 (1 day).	1	Session	\$ _____	\$ _____
16	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any newer version), Formulas and Functions (1 day).	1	Session	\$ _____	\$ _____
17	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any new version) Data Analysis with PivotTables (1 Day).	1	Session	\$ _____	\$ _____
18	COMMODITY CODE: 924-35 Training, MS Excel (2016 or any new version) PowerPivot (1 day).	1	Session	\$ _____	\$ _____
19	COMMODITY CODE: 924-35 Training, MS Outlook (2016 or any newer version), Introduction (1/2 day).	1	Session	\$ _____	\$ _____
20	COMMODITY CODE: 924-35 Training, MS Outlook (2016 or any newer version), Advanced (1/2 day).	1	Session	\$ _____	\$ _____
21	COMMODITY CODE: 924-35 Training, MS Outlook (2016 or any newer version), Web Access (1/2 day).	1	Session	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
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PRICE SHEET PAGE 3 OF 4		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
22	COMMODITY CODE: 924-35 Training, MS PowerPoint (2016 or any newer version), Level 1 (1 day).	1	Session	\$ _____	\$ _____
23	COMMODITY CODE: 924-35 Training, MS PowerPoint (2016 or any newer version), Level 2 (1 day).	1	Session	\$ _____	\$ _____
24	COMMODITY CODE: 924-35 Training, MS Project (2016 or any newer version), Level 1 (1 day).	1	Session	\$ _____	\$ _____
25	COMMODITY CODE: 924-35 Training, MS Project (2016 or any newer version), Level 2 (1 day).	1	Session	\$ _____	\$ _____
26	COMMODITY CODE: 924-35 Training, PC Essentials (1 day).	1	Session	\$ _____	\$ _____
27	COMMODITY CODE: 924-35 Training, SharePoint Foundation 2016: Site User (or any new version) (1 Day).	1	Session	\$ _____	\$ _____
28	COMMODITY CODE: 924-35 Training, SharePoint Foundation 2016: Site Owner (or any new version) (1 Day).	1	Session	\$ _____	\$ _____
29	COMMODITY CODE: 924-35 Training, MS Visio (2016 or any newer version), Level 1 (1 day).	1	Session	\$ _____	\$ _____
30	COMMODITY CODE: 924-35 Training, MS Visio (2016 or any newer version), Level 2 (1 day).	1	Session	\$ _____	\$ _____
31	DELETED ITEM				
32	COMMODITY CODE: 924-35 Training, MS Windows10 (1/2 day).	1	Session	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-10000312
COMPUTER TRAINING CONSULTING SERVICES
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PRICE SHEET PAGE 4 OF 4		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
33	COMMODITY CODE: 924-35 Training, ArcGIS (10.5 or any newer version) Level 1: Getting Started with GIS (2 days).	1	Session	\$ _____	\$ _____
34	COMMODITY CODE: 924-35 Training, ArcGIS (10.5 or any newer version) Level 2: Tools and Functionality (3 days).	1	Session	\$ _____	\$ _____
35	COMMODITY CODE: 924-35 Training, Crystal Reports, Level 1 (2 days).	1	Session	\$ _____	\$ _____
36	COMMODITY CODE: 924-35 Training, Crystal Reports, Level 2 (3 days).	1	Session	\$ _____	\$ _____
37	COMMODITY CODE: 924-35 Training, WebEOC (1/2 day).	1	Session	\$ _____	\$ _____
38	COMMODITY CODE: 924-35 Training, Writing For The Web (1 day).	1	Session	\$ _____	\$ _____
39	COMMODITY CODE: 924-35 Training, MS Publisher, 2013 or newer, (1 day).	1	Session	\$ _____	\$ _____
40	COMMODITY CODE: 924-35 Training, Computer Customized Course Curriculum, to be determined, ENTER HOURLY RATE.	1,000	Hour	\$ _____	\$ _____
41	COMMODITY CODE: 924-35 Training, Computer Customized Course Curriculum, to be determined, for Workday ERP Software, ENTER HOURLY RATE.	500	Hour	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____