

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



**REQUEST FOR BID NO. B-10000298**

**CARPET CLEANING AND FLOOR STRIPPING,  
SEALING, FINISHING, TERM CONTRACT**

**Due Date: 11/21/24, Time: 3:00 PM**

**Pre-Bid Conference: 10/29/24, Time: 11:00 AM**

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

**Monica Lee, Staff Buyer**

**PHONE: 410-887-6572**

**EMAIL: [mlee3@baltimorecountymd.gov](mailto:mlee3@baltimorecountymd.gov)**

**Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the 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 BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT**

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

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

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

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

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

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

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

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

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

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

### **2. Award of Solicitations**

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

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

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

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

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

accept any payment terms with a period of less than 30 days.

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

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

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

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

### **3. Reservations**

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

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

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

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

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

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

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

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

### **4. Delivery**

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

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the 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.

**BALTIMORE COUNTY, MARYLAND  
PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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



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

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

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

**H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE**

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

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

Yes     No

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

b. 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](mailto:firstsourcehire@baltimorecountymd.gov) . If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

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

### Helpful Tips:

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

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

**INTENT TO BID FORM**

**Solicitation No: B-10000298**

**Title: CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT**

Submittal of this form allows us to complete our vendor responsibility review prior to the proposal opening for those vendors that intend to submit a proposal. Submittal of this form in no way obligates your company to submit a proposal. Please email the completed form to (mlee3@baltimorecountymd.gov) by 11/19/24, 3:00 p.m.

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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**

List your <b>legal business name</b> below, <b>as shown on your income tax return</b> . <b>Sole proprietors</b> should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line.																																																								
1. Name (as shown on your income tax return)																																																								
2. Business name, if different from above																																																								
Address																																																								
City	State ZIP Code																																																							
Remittance Address, if different from above																																																								
City	State ZIP Code																																																							
Contact Person	Title																																																							
Phone Number ( ) - Ext:	Fax Number ( ) -																																																							
E-mail address																																																								
Taxpayer Identification Number (TIN)																																																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center" colspan="11"><b>Social Security Number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td align="center" colspan="11">OR</td> </tr> <tr> <td align="center" colspan="11"><b>Employer Identification Number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	<b>Social Security Number</b>																						OR											<b>Employer Identification Number</b>																					
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<b>Filing Status (Ownership)</b>																																																								
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<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership																																																							
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other (explain)																																																							
<b>CERTIFICATION:</b>																																																								
Under penalties of perjury, I certify that:																																																								
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and																																																								
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and																																																								
3. I am a U.S. person (including a U.S. resident alien).																																																								
Signature of U.S. Person	Date																																																							



## SIDE 2

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

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

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

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

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

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



**BALTIMORE COUNTY, MARYLAND**  
**INSURANCE PROVISIONS**

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**1. GENERAL REQUIREMENTS**

**1.1 Coverages Required:**

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

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

**1.2 Verification of Insurance:**

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

**1.3 Baltimore County as Additional Insured:**

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

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

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

**1.5 Failure to Provide Insurance:**

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

**2. INSURANCE COVERAGES**

**2.1 General Liability Insurance**

**2.1.1 Minimum Limits of Coverage:**

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

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

**2.1.3 Minimum Coverages to be Included:**

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

**2.1.4 Damages not to be Excluded:**

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

**2.2 Automobile Liability Insurance**

**2.2.1 Minimum Limits of Coverage:**

Bodily Injury Liability and Property Damage Liability  
Combined Single Limit - \$1,000,000  
any one accident

**2.2.2 Minimum Coverages to be Included:**

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

**2.3 Workers' Compensation and Employers' Liability Insurance**

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$1,000,000 each accident

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

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

**2.4 Other**

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

BALTIMORE COUNTY, MARYLAND  
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES  
IN  
COUNTY CONTRACTS  
MBE/WBE Plan Package



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

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

@BaCoBiz4All

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RECORDS AND REPORTS**

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

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

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

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

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

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

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

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

**DETERMINATION OF BID RESPONSIVENESS**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



## PROSPECTIVE BIDDERS/OFFERORS

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

*SECTION 6. BID REQUIREMENTS.*

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

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

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

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

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

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

**OR**

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

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



**PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Authorized Representative and Affiant's Name and Title)

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

**Or**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

**MBE PRIME CONTRACTOR**

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

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

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

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

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

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

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

Certified  Yes  No

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

**MBE PRIME CONTRACTOR**

Minority Status:

African American

Hispanic American

Women

Asian American

Native American

Disadvantaged





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



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

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

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

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

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

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

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

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

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

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

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

Cc: File

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT**

**GENERAL CONDITIONS**

**1. SCOPE.**

- 1.1 It is the intention of these specifications that the Contractor hereunder shall furnish and Baltimore County shall purchase carpet cleaning and floor stripping, sealing and finishing services to various locations throughout the County. Cleaning services to be provided and performed on four classifications of types of flooring.
- 1.2 The County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by the County during the period covered by this contract.
- 1.3 The County reserves the right to add or delete locations throughout the County as it may be necessary during the period covered by this contract.
- 1.4 All products used in connection with these services shall be safe to use in the workplace. SDS sheets shall be required by the County prior to use on County premises. Successful bidder(s) shall arrive at the work site location ready to begin work with equipment and supplies necessary to provide the specified services.

**2. TERM OF AGREEMENT.**

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 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.

**3. METHOD OF AWARD.**

- 3.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2015, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 **Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past three (3) years with their bid submission.**

- 3.3 Estimated quantities on the Price Pages of the Request for Bid document represent the estimated yearly total volume of work for all Contractors combined.
- 3.4 Baltimore County does not guarantee the amount of work that will be awarded under this contract.

**4. PRICES.**

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

**5. ESCALATION.**

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

**6. INSURANCE.**

- 6.1 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.
- 6.2 Noncompliance may result in the contract being awarded to the next lowest responsive and responsive bidder.
- 6.3 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.
- 6.4 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.

**7. INVOICES.**

- 7.1 Original invoices shall be submitted to: Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204 or via email to [disbursement@baltimorecountymd.gov](mailto:disbursement@baltimorecountymd.gov).

## 8. “SAMPLE” FORM CONTRACT.

- 8.1 A sample of the County’s form contract may be found on the Baltimore County website at <https://www.baltimorecountymd.gov/departments/budfin/purchasing/current-solicitations>. The vendor’s submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror’s acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror’s bid response.
- 8.2 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 vendor non-responsive.
- 8.3 All Offeror’s further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

## 9. ELECTRONIC SUBMITTAL PROCESS.

- 9.1 The cost of preparing Bids is the responsibility of Bidders.
- 9.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov). The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Division of Procurement Services (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.**
  - 9.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.
- 9.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder’s email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2, etc.* Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 9.4 After submitting a Bid to [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov), and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Division of Procurement Services and should be retained for Bidder’s records. In the case of a bid submitted in multiple parts as described in #.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 9.5 As with any system, power outages or technology problems may arise that are outside of the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 9.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

## 10. PERSONNEL REQUIREMENTS, BACKGROUND CHECKS AND ON-SITE SECURITY.

### 10.1 Personnel Requirements

- 10.1.1 The Contractor shall carefully screen, train, and supervise each employee providing services under this Contract. Employees shall comply with all requirements as stated in this solicitation. **All employees shall be able to communicate and take oral and written direction in English.**
- 10.1.2 The Contractor's employees shall be required to have an INS-9 form on file available to the County upon request. The County reserves the right to request to examine the files for employees' Social Security numbers.
- 10.1.3 The Contractor shall provide for the County a registry of employees approved and assigned to work at the work site locations and ensure the registry is updated prior to new employee assignments.
- 10.1.4 The Contractor shall pay the employees performing work under this Contract not less than the minimum wage set by the U.S. Department of Labor for the applicable job classification in effect at the time of performance.

### 10.2 Background Investigations

- 10.2.1 The Contractor shall provide and update as necessary for the County's on-site records, an affirmation of background investigations performed and the employee(s)' acceptability for assignment to the work location. Background investigations of Contractor's employees may be verified by the County at any time during this Contract.
- 10.2.2 Each employee shall agree to a background investigation consisting of Maryland State Wide Search Covering Misdemeanors and Felonies from 1990 forward and the release of that information to the County in the event that it is required.
- 10.2.3 The Contractor shall guarantee the County the performance of this investigation to include all employees, new employees, and replacement employees to be done prior to assignment of a building. If the Contractor elects to outsource the investigation, it shall, at a minimum, be performed by a licensed private investigator meeting the qualifications under Businesses Occupations and Professions, title 13-101 governing private detectives.
- 10.2.4 Background checks shall be repeated for each employee assigned at the commencement of each Contract renewal period unless a new employee has been investigated within thirty (30) days prior to the end of the previous Contract period and is deemed acceptable. The County may require confirmation at any time during the Contract that all employees working at County locations have received favorable background investigations.
- 10.2.5 The Contractor shall not assign any individual convicted of the following offenses: Abduction, Homicide, Rape, Aggravated Assault, Assault with Intent to Murder, or Assault with Intent to Rob. The Contractor shall not assign any individual convicted, or having uncompleted probation for the following offenses: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession or Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual



Assault, Unlawful Religious Meetings (Hate Crimes), Robbery, Shoplifting, Distribution of a Controlled Substance, or Theft.

10.2.6 The Contractor may seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

10.2.7 While performing services under this Contract, the Contractor's employees shall not use illegal drugs or alcohol, or be under the influence of illegal drugs or alcohol.

10.2.8 The Contractor shall assume the cost and responsibility to have background checks done for each employee assigned to each facility.

### 10.3 On-Site Security and Performance

10.3.1 The Contractor shall assume all administrative and supervision responsibilities for own staff and ensure all work performed is of high quality in accordance with good practices, procedures, and industry standards. The Contractor shall conform to all Federal, State, and Local Laws and Governmental Regulations.

10.3.2 The Contractor shall take all necessary precautions for the safety of the employees performing the work under this Contract. The Contractor shall direct and properly maintain at all times, as required by job conditions and work progress, all necessary safeguards for the protection of workmen and the public.

10.3.3 The Contractor's employees shall not have family members or non-employees present at the assignment location.

10.3.4 The Contractor's employees shall vacate the County premises promptly upon completion of the assignment.

10.3.5 The Contractor shall require all their employees to wear a badge with photo identification and uniform stating the company name and individual worker's name as identification for admittance into the building and as means of identification during the time their employees are in the building. This is mandatory.

10.3.6 The County, at its discretion and authority, may require the departure from the premises of any employee(s) found to be noncompliant with uniform and badge requirements as set forth in this Contract.

## 11. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE)**. The resulting minority and women business participation requirement for this contract is 25 %.

11.1 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](http://www.baltimorecountymd.gov/go/mwbe) or you may contact the buyer on the solicitation.

- 11.2 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.
- 11.3 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.**

- 11.4 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.**

- 11.4 Prospective Bidders/Offerors are advised to carefully review the Minority and Disadvantage Business Enterprise Package regarding MBE/WBE or DBE participation.
- 11.5 **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.

- 11.6 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.
- 11.7 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.

11.8 **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](http://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.
- 11.9. 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](http://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](mailto:mwbe@baltimorecountymd.gov) or call 410-887-3407.

**12. COOPERATIVE PURCHASE.**

- 12.1 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.
- 12.2 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.

**13. PRE-BID CONFERENCE.**

- 13.1 **A pre-bid conference will be held on Tuesday, October 29, 2024 at 11:00 a.m.** via WebEx. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request. **Contact the buyer no later than 2:00 p.m. on Monday, October 28, 2024 to register and to request a link to the meeting.**
- 13.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).
- 13.3 Bidders are charged with total responsibility for obtaining all information including field measurements needed to enable a proposal or bid to be submitted for the scope of work as described and contained within the issued specification. To arrange for visits to specific sites for measurement purposes, vendors must contact Tim Dunn at 410-887-6216 to schedule an appointment.

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

- 14.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFB, addenda will be posted on the web site at [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).
- 14.2 Bidders must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Bidders are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 14.3 **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.**

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

- 15.1 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>

## **16. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.**

16.1 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:

16.1.1 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

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

16.1.3 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

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

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT**

**SPECIFICATIONS**

**1. SCOPE.**

- 1.1 The Contractor shall provide all labor, equipment, tools, floor cleaning, supplies and materials and qualified supervision necessary to provide professional floor cleaning, stripping, sealing and finishing. Services to be provided at various Baltimore County buildings as outlined in the form of proposal and below.
- 1.2 Services to be provided on a scheduled basis. The successful bidder/Contractor and the Baltimore County Project Manager BCPM, or their authorized representative, shall determine a schedule for all buildings in each district (total of three districts – locations listed by District in Attachment A). It is anticipated that each building will be treated every six months; however, floor treatments may be scheduled more frequently if circumstances dictate. The Contractor and the BCPM, or their authorized representative, shall inspect each site to determine the flooring and the total square footage to be treated. The Contractor's price shall be based upon the stated price per square foot in the bid.
- 1.3 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

**2. ACCURACY OF INFORMATION.**

- 2.1 While every effort has been taken to ensure the accuracy of the information given in the Specification, the detailed facts and figures within the document cannot be guaranteed and bidders should satisfy themselves as to its accuracy.

**3. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.**

- 3.1 With regard to this contract, the BCPM, or his designated representative, will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the BCPM, or his designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 3.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact Property Management at least seven (7) days prior to beginning work at 410-887-8666.
- 3.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. A copy of the State of Maryland MHIC license may be required.
- 3.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes

and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

**4. SCHEDULING OF WORK.**

- 4.1 Contractors must provide a detailed work schedules for each location in each district. These districts will be available for inspection prior to the commencement of the Contract.

**5. EQUIPMENT.**

- 5.1 The Contractor will be required to specify the equipment to be deployed on each site prior to the commencement of work

**6. HOURS OF WORK, PERSONNEL REQUIREMENTS AND SECURITY CLEARANCE.**

6.1 Security

- 6.1.1 Contractors may be required to open and close premises to enable them to carry out their cleaning duties. Security checks shall be carried out by cleaners when leaving areas on completion of their cleaning tasks, but in this instance, security shall be deemed to mean lights off, windows closed and secured, doors closed and locked if such is the requirement of the BCPM, or his authorized representative, .
- 6.1.2 Cleaners may also have to act as key holders if so, required by the BCPM, or his authorized representative.
- 6.1.3 In some buildings the Contractor's staff will be responsible for the disabling and setting of alarm systems and the resetting of video security tapes if so, required by the BCPM, or his authorized representative.
- 6.1.4 Any fault with door locks, window catches, alarm systems or video security systems shall be reported immediately to the BCPM, or his authorized representative.
- 6.1.5 Under no circumstances shall the Contractor's staff:
- 6.1.5.1 Disclose any security or key pad codes to any unauthorized persons;
- 6.1.5.2 Loan or supply the keys to the premises to any unauthorized persons.
- 6.1.6 The Contractor will be liable for any loss, damage or expense caused as a direct result of:
- 6.1.6.1 The Contractor's staff failing to properly secure the premises; or;
- 6.1.6.2 The Contractor's staff failing to properly carry out any of the other duties so required by the BCPM, or his authorized representative, and listed in the entirety of Section 5.1; in addition to:
- a. The Contractor's staff having disclosed security or key pad codes to unauthorized persons;

b. The contractor's staff having loaned or supplied the keys to the premises to unauthorized persons.

6.2 In the event of the Contractor's staff triggering any alarm systems, the Contractor will be liable for any costs incurred as a result of this and/or for any alternative security measures required.

6.3 In the event of the Contractor's staff losing or damaging keys to the building, the Contractor will be liable for any costs incurred as a result. These costs may include replacement cost and/or the cost of rekeying the building for security reasons.

6.4 Cleaners must immediately report to the BCPM, or his authorized representative, any incidents of damage or vandalism which they encounter during the course of their cleaning duties. In the event of a break-in, cleaners should not interfere with any possible evidence but contact the police and the BCPM, or his authorized representative, as soon as possible.

6.5 Hours of Operation

6.5.1 The Contractor shall coordinate all work with the BCPM, or his authorized representative. Services may be performed during regular business hours (8:00 a.m. – 5:00 p.m.), at night or on weekends, including County holidays:

New Year's Day	Labor Day
Martin Luther King, 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

6.5.2 Overtime hours shall be deemed as the following:  
Monday through Friday, 5:00 p.m. to 7:00 a.m.  
Weekends and Holidays as stated above

7. **GUARANTEES.** All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of six (6) months from the date of acceptance of the system by the County against any and all defects in materials, workmanship, and installation.

8. **LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.



**9. UTILITIES AND EXISTING CONDITIONS.**

- 9.1 The County shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the BCPM's office at least one (1) day in advance of the expected occurrence.
- 9.2 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Chief of Building Services (or his designated representatives), and the user agency.
- 9.3 All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.

**10. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.**

- 10.1 In some sections, this specification mentions specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.
- 10.2 The Contractor will notify the BCPM, or their representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. **The County assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

**11. FLOOR TYPES/TREATMENT.**

- 11.1 Floors generally found in the County buildings can be grouped into 4 main types.
  - 11.1.1 Porous - including Marmoleum (linoleum) and concrete.
  - 11.1.2. Semi-Porous - including vinyl, epoxy floors and all sealed porous floors.
  - 11.1.3 Non-Porous - including Terrazzo, quarry tile, Mondo (sports flooring) and Endura (rubber flooring).
  - 11.1.4 Carpeted - All types of matting and carpets.
- 11.2 Contractors shall note that all porous floors shall be sealed and protected in accordance with Section 11.8 of this Specification.

- 11.3 Where a standard refers to a burnished appearance the Contractor shall treat all Semi-Porous floors as being appropriate floors to receive a burnished finish as dictated in Section 11.8 of this Specification. This shall include all sealed porous floors.
- 11.4 Floors shall be stripped and re sealed in accordance with Section 11.8 of this Specification, as appropriate.
- 11.5 Where safety floors have been laid, it is essential that the manufacturers' instructions are adhered to when cleaning such floors.
- 11.6 Some floors are of a specialist nature and permanent damage may be caused by incorrect cleaning and maintenance procedures. It is the Contractor's responsibility to ascertain where such specialist floors exist and the Contractor shall diligently follow all the correct repair and maintenance procedures as outlined by the flooring manufacturer. If in any doubt of the correct procedures required for a specialist floor the Contractor must consult the BCPM, or their designated representative. Costs of the repair of damage caused by the Contractor by not complying with this Section shall be recoverable from the Contractor.
- 11.7 Where spray cleaning is required by the standard the Contractor shall spray maintain the floor using a floor maintainer to the minimum standard specified in Section 11.8 of the Specification. The floor shall have a resultant burnished appearance on completion of this task.

11.8 Hard Floor Maintenance

11.8.1 The maintenance of all floors shall be carried out in the manner described below and using materials with the minimum specification as listed in the schedule of cleaning materials. The cost of the repair of any damage to floor coverings, resulting from the failure of the contractor to comply with the county's policy on floor maintenance as outlined in Section 11.8, shall be recoverable from the contractor.

11.8.2 Porous Floors – Marmoleum (linoleum sport flooring)

11.8.2.1 Prepare (section based upon Marmoleum products and specifications. Follow manufactures recommendations):

- a) Sweep, dust mop or vacuum the floor.
- b) Damp mop the floor with Marmoleum Neutral Floor Cleaner at the correct dilution. Do not flood the floor or use too much water.
- c) Rinse the floor with a clean mop and a solution of vinegar and water (one tablespoon to 8 & ½ pints of water).
- d) Allow to dry.

11.8.2.2 Protect

- a) Apply two coats of Marmoleum Floor Finish.
- b) Allow polish to dry between coats

### 11.8.3 Porous Floors – Concrete

#### 11.8.3.1 Prepare

- a) Sweep or dust control mop.
- b) Strip off the existing polish using an authorized polish stripping agent.
- c) Remove slurry with a wet vacuum machine.
- d) Rinse sufficient times to ensure that the floor has a neutral pH value, picking up the solution from each rinse with a wet vacuum machine.
- e) Allow to dry.

#### 11.8.3.2 Protect

- a) Apply one coat of high solids metalized emulsion polish with an applicator.
- b) Allow to dry.
- c) Apply two further coats of high solids metalized emulsion polish at right angles to the application of the previous coat. Application should be avoided within 9 inches of wall and permanent fixtures. Where the floor surface is not flat and contains undulation, two coats of a semi-buffable emulsion polish are to be used, each layer being burnished using a high speed machine and buffing pad.

### 11.8.4 Semi-Porous Floor - Thermoplastic, Vinyl, Asphalt

#### 11.8.4.1 Prepare

- a) Sweep or dust control mop.
- b) Strip off the existing polish using an authorized polish stripping agent.
- c) Remove slurry with a wet vacuum machine.
- d) Rinse sufficient times to ensure that the floor has a neutral pH value, picking up the solution from each rinse with a wet vacuum machine.
- e) Allow to dry.

#### 11.8.4.2 Protect

- a) Apply three coats of high solids metalized emulsion polish at right angles to the application of the previous coat. Application should be avoided within 9 inches of wall and permanent fixtures.

- b) Allow each coat to dry.

#### 11.8.4.3 Maintain

- a. Spray polish using a high speed machine and buffing pad and a solution of floor maintainer which is compatible with the protection layers of polish or spray maintain using a high speed machine and cleaning pad and a solution of floor maintainer containing added polymers.

### 11.8.5 Semi-Porous Safety Floor (Epoxy)

#### 11.8.5.1 Prepare

- a) Sweep or dust control mop.
- b. Remove scuff marks by scrubbing with a high speed machine and authorized cleaning agent.

#### 11.8.5.2 Protect

- a) Do NOT use seals or polish.

#### 11.8.5.3 Maintain

- a) Damp mop or spray clean using a high speed machine with cleaning brush and a suitable cleaning agent as authorized by the manufacturers.

### 11.8.6 Non-Porous Floor (Quarry Tile or Terrazzo)

#### 11.8.6.1 Prepare

- a) Sweep or dust control mop.
- b) Strip off the existing polish using an authorized polish stripping agent.
- c) Remove slurry with a wet vacuum machine.
- d) Rinse sufficient times to ensure that the floor has a neutral pH value, picking up the solution from each rinse with a wet vacuum machine.
- e) Allow to dry.

#### 11.8.6.2 Protect

- a) Apply one coat of sealer with an applicator.
- b) Allow to dry.

- c) Apply two coats of high solids metalized emulsion polish at right angles to the application of the previous coat. Application should be avoided within 9 inches of wall and permanent fixtures.

#### 11.8.6.3 Maintain

- a) Spray clean using a high speed machine, cleaning pad and solution of floor maintainer containing added polymers. In toilet areas the solution is to be of germicidal detergent.
- b) Damp mop using a solution of floor maintainer containing added polymers or in toilet areas a solution of germicidal detergent.

#### 11.8.7 Non-Porous Floor – Mondo Sports Flooring

##### 11.8.7.1 Prepare (section based upon Mondo products and specifications. Follow manufactures recommendations).

- a) Dust mop and vacuum floor.
- b) Clean using a low RPM auto scrubber with a green pad and a neutral Ph cleaner. DO NOT LET THE SURFACE DRY OUT DURING CLEANING.
- c) Scrub the surface in multiple directions and vacuum up soiled water.
- d) Rinse with clear water to remove all residues.
- e) Allow to dry.

##### 11.8.7.2 Protect

- a) Mondo does not recommend the application of a floor finish to sports flooring.

#### 11.8.8 Non-Porous Floor – Endura Rubber Flooring

##### 11.8.8.1 Prepare (section based upon Burke and Endura Rubber Flooring products and specifications. Follow manufacturer's recommendations).

- a) Broom clean the floor.
- b) Clean using a neutral Ph cleaner. Apply cleaning solution with a mop and let stand for 5 to 10 minutes. DO NOT LET THE SURFACE DRY OUT DURING CLEANING.
- c) Scrub the floor then remove the solution with a wet vacuum.
- d) Rinse with clear water and remove with a wet vacuum.
- e) Allow to dry.

##### 11.8.8.2 Protect

- a) Endura does not recommend the application of a floor finish to rubber flooring.

#### 11.8.8.3 Maintenance

- a) If an Endura floor has been waxed it must be stripped and recoated. Strip using Taski Ice-It. Follow manufacturer's recommendations.
- b) Once dry apply one coat of Taski Ombra to the surface and allow drying.

### 11.9 Carpeted Areas

#### 11.9.1 Prepare

- 11.9.1.1 Clean carpet with water extraction equipment. Contractor is responsible to use the proper chemicals, solutions and equipment to clean this carpet. Carpets shall be extraction cleaned and shampooed according to manufacturer's recommendations. If necessary, a spot cleaner should also be used in advance to assist in removing stains.
- 11.9.1.2 Moveable furniture, such as chairs and tables, shall be moved to shampoo then replaced. Immoveable furniture, such as file cabinets and desks, shall be protected to prevent saturation beneath and subsequent rusting or mildew formation. Carpet will have a like-new appearance.
- 11.9.1.3 Run fans to dry the wet extraction carpets while cleaning other areas. Contractor shall supply enough fans necessary to get the carpet dry before leaving the job. By morning the carpet shall be dry to the touch.

### 11.10 Ceramic tile and porcelain tile floors

#### 11.10.1 Prepare

- 11.10.1.1 Clean up loose debris: Sweep or vacuum tile floors regularly to keep them from getting dull. Ceramic tiles may be resistant to dirt, but sand and grit can dull the glazed surfaces.
- 11.10.1.2 Use the right floor mop: Clean tile with mild detergent and clean water using a rag or chamois-type mop rather than a sponge mop. Rag and chamois-style mops are best for cleaning tile because sponge mops tend to push dirty water into the grout lines, making them harder to clean. Be sure to change the water frequently while mopping; dirty water equals a cloudy floor.
- 11.10.1.3 Be on the lookout for tile stains: If you find a discoloration, try to determine what type substance made the stain and use the right cleaner to remove it. Baltimore County can help with removing tile stains, when necessary. Seal floors with Simonize Ura Seal

#### 11.10.2 Dry tiles

- 11.10.2.1 Tiles are not to air-dried; the sitting water will form water spots. Floors shall be dried with a clean, lint-free cloth immediately after washing.
- 11.10.2.2 Grout Cleaning: Steam Lance cleaning system to be used.
- 11.10.2.3 Dirt lifted from the grout shall be wiped up with a microfiber cloth attached to a handle. Floor shall be rinsed with warm water over the entire surface to wipe away excess dirt.
- 11.10.2.4 Steam cleaners shall be used for hard to clean surfaces. To clean dirty grout lines, select a rigid nylon brush for delicate grout or the brass brush for more resistant grout.

#### 11.11 Poured Epoxy floors

- 11.11.1 Prepare
  - 11.10.1.1 Clean up loose debris: Sweep or vacuum epoxy floors regularly to keep them from getting dull.
  - 11.10.1.2 Clean with mild detergent and clean water using a rag or chamois-type mop rather than a sponge mop.

#### 11.12 Quartz Tile floors

- 11.12.1 Prepare
  - 11.12.1.1 Clean up loose debris: Sweep or vacuum quartz tile floors regularly.
  - 11.12.1.2 Clean with neutral cleaner and clean water using microfiber mops and/or pads
  - 11.12.1.3 Trail mop excess soil and wet areas with a clean, dry mop. No rinsing required.
- 11.12.2 Polish
  - 11.12.2.1 Occasionally, superficial scratches, scuffs and surface mars may require spray buffing after the floor has been thoroughly cleaned and is dry. Always use a 3M white pad on a low RPM machine, turning the pad over regularly to avoid build up on the pad.

## 12. CLEANING PRACTICES.

- 12.1 The Contractor shall demonstrate good cleaning practices by ensuring that all tasks are carried out in the proper order to ensure the continued good condition of the flooring material for each area.
- 12.2 The Contractor must ensure that all types of furniture, including waste bins, are replaced in their original positions upon completion of cleaning duties.

- 12.3 At the conclusion of each cleaning session, or sooner, all debris must be removed from the site.

### **13. MATERIALS.**

- 13.1 A list of materials is included to indicate the standard of materials expected to be used in the fulfillment of this Contract. Proprietary care products for proprietary flooring products are listed in each specific section. The products listed below are generic and are to be used in general cleaning and floor treatment. The Contractor may substitute other brand name products with prior written approval by the BCPM, or his designated representative. **The use of Bleach is expressly prohibited.**
- 13.2 Cleaning Materials – These products have been approved by the Contract Administrator for use Pursuant to this Contract
- 13.2.1 Polish Stripper Simonize Release
- 13.2.2 Metalized Emulsion Polish Simonize Premium Plus
- 13.2.3 Floor Maintainer Top Guard by Green Seal
- 13.2.4 Neutral Detergent: A biodegradable neutral detergent pH of 7.0.
- 13.2.5 Alkaline detergent: A powerful mild acting organic solvent for grease removal and a non-caustic booster for dispersing dirt, scum and grease
- 13.2.6 Floor Sealer Simonize Ura Seal
- 13.2.7 Carpet Shampoo Edge Plus
- 13.2.8 Tile: Cyclone Grout Cleaner – Stripper Betco Extreme
- 13.2.9 Grout Cleaner: Black Diamond Stoneworks Ultimate Grout Cleaner

### **14. ENVIRONMENTAL CONSIDERATIONS.**

- 14.1 Contractors shall not use aerosols which use chlorofluorocarbons (CFCs) as propellants.
- 14.2 Contractors shall properly dispose of any waste (arising) generated on the premises during the delivery of the Services as required by the Environmental Protection Act 1990 and implemented by the Environmental Protection (Duty of Care) Regulations 1991.
- 14.3 Contractors should avoid products which are purely cosmetic and have no hygienic purpose such as air fresheners unless they are essential for service quality in which case the quantities used should be kept to a minimum.
- 14.4 Contractors shall ensure that staff is fully and adequately trained so that manufacturer's recommended quantities, concentrations and frequencies of use are not exceeded.
- 14.5 Contractors should seek to use products where clear instructions, packaging and/or the design of the product itself help to avoid using more than is necessarily required.



14.6 Contractors are encouraged to use products where the packaging is as light and simple as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING AND FINISHING, TERM CONTRACT**

**ATTACHMENT A**

**FLOORING BID LOCATIONS BY DISTRICT**

**Towson Core**

Bykota Senior Center	611 Central Avenue	21204
Glen Arm Maintenance Facility	12200 A Long Green Pike	21057
Human Resources	308 Allegheny Avenue	21204
Hunt Valley, Gilroy	11120 Gilroy Road	21031
Jacksonville Senior/Comm Center	3605A Sweet Air Road	21131
Towson Police Precinct	115 W. Susquehanna Ave	21204
Pistol Range	2001 Dulaney Valley Road	21204
Towson Library	320 York Road	21204

**Eastside**

Ateaze Center	7401 Holabird Avenue	21222
Cockeysville Library	9833 Greenside Drive	21030
Dundalk Eastwood Police	428 Westham Way	21224
Eastern Family Resource Center	9150 Franklin Square Drive	21237
Edgemere Senior Center	6600 North Point Road	21219
Essex Police	216 North Marlyn Avenue	21221
Essex Library	1110 Eastern Boulevard	21221
Essex Senior Center	600 Dorsey Avenue	21221
Fleming Senior Center	641 Main Street	21222
Hereford Library	16940 York Road	21111
Loch Raven Library	1046 Taylor Avenue	21286
Middle River RAC		
North Point Government Center	7701 Wise Ave/1747 Merritt Blvd	21222
North Point Police GC	7701 Wise Ave/1747 Merritt Blvd	21222
North Point Library	1716 Merritt Blvd	21222
Northeast Regional Rec Center	7501 Oakleigh Road	21234
Overlea Senior Center	4314 Fullerton Avenue	21236
Parkville Police Station	8532 Old Harford Road	21234
Parkville Senior Center/Rec	8601 Harford Road	21234
Parkville – Carney Library	9509 Harford Road	21234
Police Aviation Hanger	801 Wilson Point Road	21220
Police Marine Unit	3033 Strawberry Point Road	21220
Rosedale RAC		
Rosedale Senior Center	1208 Neighbors Avenue	21237
Rosedale Library	6105 Kenwood Avenue	21237
Seven Oaks Senior Center	9210 Seven Courts Drive	21236
Sollers Point Comm Center	325 Sollers Point Road	21222
Sollers Point Library	325 Sollers Point Road	21222
Stembridge Comm Center/Police Station	99 A Stemmers Run Road	21221
Victory Villa Comm Center	404 Compass Road	21220
Victory Villa Senior Center	403 Compass Road	21220
White Marsh Police	8220 Perry Hall Boulevard	21236
White Marsh Library	8133 Sandpiper Circle	21236

Woodlawn Library	1911 Woodlawn Drive	21207
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**Westside**

Arbutus Senior Center	855A Sulphur Spring Road	21227
Arbutus Library	855 Sulphur Spring Road	21227
Catonsville Senior Center	501 N. Rolling Road	21228
Catonsville Library	1100 Frederick Road	21228
Cockeysville Police	111 Wight Avenue	21030
Cockeysville Senior Center	10535 York Road	21030
Hannah More Health Center	12035 Reisterstown Road	21136
Hannah More/Reisterstown Senior Center	12035 Reisterstown Road	21136
Franklin Police	606 Nicodemus Road	21136
Lansdowne Senior Center	500 Third Avenue	21227
Lansdowne Library	424 Third Avenue	21227
Liberty Family Resource Center/Health	3525 Resource Drive	21133
Liberty Senior Center	3525 Resource Drive	21133
Liberty Substation	9428 Liberty	21133
Pikesville Police	215 Milford Mill Road	21208
Pikesville Senior Center	1301 Reisterstown Road	21208
Pikesville Library	1301 Reisterstown Road	21208
Randallstown Comm Center	3505 Resource Drive	21133
Randallstown Library	8604 Liberty Road	21133
Reisterstown Library	21 Cockeys Mill Road	21136
Wilkins Police	901 Walker Avenue	21228
Woodlawn Police	6424 Windsor Mill Road	21207
Woodlawn Senior and Comm Center	2120 Gwynn Oak Avenue	21207

**BALTIMORE COUNTY, MARYLAND  
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Due Date: 11/21/24, 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/procure-overview>.

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000298  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<b>COMMODITY CODE: 910-09</b> Labor and material to clean carpet 1 sq ft - 250 sq ft, as per specifications.	150	SqFt	\$ _____	\$ _____
2	<b>COMMODITY CODE: 910-09</b> Labor and material to clean carpet 251 sq ft - 1000 sq ft, as per specifications.	800	SqFt	\$ _____	\$ _____
3	<b>COMMODITY CODE: 910-09</b> Labor and material to clean carpet 1001 sq ft - 5000 sq ft, as per specifications.	8,000	SqFt	\$ _____	\$ _____
4	<b>COMMODITY CODE: 910-09</b> Labor and material to clean carpet 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt	\$ _____	\$ _____
5	<b>COMMODITY CODE: 910-09</b> Labor and material to clean carpet 15001 sq ft and above, as per specifications.	5,500	SqFt	\$ _____	\$ _____
6	<b>COMMODITY CODE: 910-09</b> Overtime Labor and material to clean carpet, 1 sqft - 250 sq ft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	2,000	SqFt	\$ _____	\$ _____
7	<b>COMMODITY CODE: 910-09</b> Overtime Labor and material to clean carpet, 251 sqft - 1000 sq ft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.		SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
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PRICE SHEET PAGE 2 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
8	<b>COMMODITY CODE: 910-09</b> Overtime Labor and material to clean carpet, 1001 sqft - 5000 sq ft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	38,100	SqFt	\$ _____	\$ _____
9	<b>COMMODITY CODE: 910-09</b> Overtime Labor and material to clean carpet, 5001 sqft - 15000 sqft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	500,400	SqFt	\$ _____	\$ _____
10	<b>COMMODITY CODE: 910-09</b> Overtime, Labor and material to clean carpet, 15001 sqft and above. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	906,200	SqFt	\$ _____	\$ _____
11	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning carpet, as per specifications.	500	SqFt	\$ _____	\$ _____
12	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture to clean carpet. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	300,600	SqFt	\$ _____	\$ _____
13	<b>COMMODITY CODE: 910-09</b> Labor and material to clean VCT 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____

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PRICE SHEET PAGE 3 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
14	<b>COMMODITY CODE: 910-09</b> Labor and material to clean VCT 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____
15	<b>COMMODITY CODE: 910-09</b> Labor and material to clean VCT 1001 sq ft - 5000 sq ft, as per specifications.	75,000	SqFt	\$ _____	\$ _____
16	<b>COMMODITY CODE: 910-09</b> Labor and material to clean VCT 5001 sq ft - 15000 sq ft, as per specifications.	8,300	SqFt	\$ _____	\$ _____
17	<b>COMMODITY CODE: 910-09</b> Labor and material for VCT cleaning, 15001 sq ft and above, as per specifications.	15,500	SqFt	\$ _____	\$ _____
18	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for VCT cleaning, 1 sq ft - 250 sq ft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	5,000	SqFt	\$ _____	\$ _____
19	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for VCT cleaning, 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	2,900	SqFt	\$ _____	\$ _____
20	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for VCT cleaning, 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	53,000	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
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PRICE SHEET PAGE 4 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
21	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for VCT cleaning 5001 sq ft - 15000 sq ft Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	91,200	SqFt	\$ _____	\$ _____
22	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for VCT cleaning, 15001 sq ft and above. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	80,400	SqFt	\$ _____	\$ _____
23	<b>COMMODITY CODE: 910-09</b> Move furniture for VCT cleaning, as per specifications.	2,500	SqFt	\$ _____	\$ _____
24	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for VCT cleaning, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	109,500	SqFt	\$ _____	\$ _____
25	<b>COMMODITY CODE: 910-09</b> Labor and material for ceramic tile cleaning, 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____
26	<b>COMMODITY CODE: 910-09</b> Labor and material for ceramic tile cleaning, 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____



**BALTIMORE COUNTY, MARYLAND  
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PRICE SHEET PAGE 5 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
27	<b>COMMODITY CODE: 910-09</b> Labor and material for ceramic tile cleaning, 1001 sq ft - 5000 sq ft, as per specifications.	1,500	SqFt	\$ _____	\$ _____
28	<b>COMMODITY CODE: 910-09</b> Labor and material for ceramic tile cleaning, 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt	\$ _____	\$ _____
29	<b>COMMODITY CODE: 910-09</b> Labor and material for ceramic tile cleaning, 15001 sq ft and above, as per specifications.	15,000	SqFt	\$ _____	\$ _____
30	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for ceramic tile cleaning, 1 sq ft - 250 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	500	SqFt	\$ _____	\$ _____
31	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for ceramic tile cleaning, 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	60,400	SqFt	\$ _____	\$ _____
32	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for ceramic tile cleaning, 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	64,500	SqFt	\$ _____	\$ _____

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CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 6 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
33	<b>COMMODITY CODE:</b> Overtime labor and material for ceramic tile cleaning, 5001 sq ft - 15000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	5,500	SqFt	\$ _____	\$ _____
34	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for ceramic tile cleaning, 15001 sq ft and above, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	15,500	SqFt	\$ _____	\$ _____
35	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning ceramic tile, as per specifications.	100	SqFt	\$ _____	\$ _____
36	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning ceramic tile, Overtime hours are: Monday through Friday, 5:00 p.m. to 8:00 a.m., Weekends and Holidays, as per specifications.	200	SqFt	\$ _____	\$ _____
37	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning concrete floor, 1 sq ft - 250 sq ft, as per specifications.	200	SqFt	\$ _____	\$ _____
38	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning concrete floor, 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____
39	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning concrete floor, 1001 sq ft - 5000 sq ft, as per specifications.	1,500	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 7 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
40	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning concrete floor, 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt	\$ _____	\$ _____
41	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning concrete floor, 15001 sq ft and above, as per specifications.	15,500	SqFt	\$ _____	\$ _____
42	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning concrete floor, 1 sq ft - 250 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	200	SqFt	\$ _____	\$ _____
43	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning concrete floor, 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	300	SqFt	\$ _____	\$ _____
44	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning concrete floor, 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	1,500	SqFt	\$ _____	\$ _____
45	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning concrete floor, 5001 sq ft - 15000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	5,500	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000398  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 8 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
46	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning concrete floor, 15001 sq ft and above, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	15,500	SqFt	\$ _____	\$ _____
47	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning concrete floor, as per specifications.	200	SqFt	\$ _____	\$ _____
48	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning concrete floor, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	300	SqFt	\$ _____	\$ _____
49	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Mondo rubber flooring, 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____
50	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Mondo rubber flooring, 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____
51	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Mondo rubber flooring, 1001 sq ft - 5000 sq ft, as per specifications.	1,500	SqFt	\$ _____	\$ _____
52	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Mondo rubber flooring, 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt	\$ _____	\$ _____
53	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Mondo rubber flooring, 15001 sq ft and above, as per specifications.	15,500	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000298  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 9 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
54	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Mondo rubber flooring 1 sq ft - 250 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	100	SqFt	\$ _____	\$ _____
55	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Mondo rubber flooring 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	300	SqFt	\$ _____	\$ _____
56	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Mondo rubber flooring 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	1,500	SqFt	\$ _____	\$ _____
57	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Mondo rubber flooring 5001 sq ft - 15000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	5,500	SqFt	\$ _____	\$ _____
58	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Mondo rubber flooring 15001 sq ft and above. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	15,500	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 10 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
59	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning Mondo rubber floor, as per specifications.	300	SqFt	\$ _____	\$ _____
60	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning Mondo rubber floor Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	100	SqFt	\$ _____	\$ _____
61	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Enduro rubber flooring, 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____
62	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Enduro rubber flooring, 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____
63	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Enduro rubber flooring, 1001 sq ft - 5000 sq ft, as per specifications.	1,500	SqFt	\$ _____	\$ _____
64	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Enduro rubber flooring, 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt		
65	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Enduro rubber flooring, 15001 sq ft and above, as per specifications.	15,500	SqFt	\$ _____	\$ _____
66	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Enduro rubber flooring 1 sq ft - 250 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	100	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 11 OF18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
67	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Enduro rubber flooring 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	300	SqFt	\$ _____	\$ _____
68	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Enduro rubber flooring 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	1,500	SqFt	\$ _____	\$ _____
69	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Enduro rubber flooring 5001 sq ft - 15000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	5,500	SqFt	\$ _____	\$ _____
70	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Enduro rubber flooring 15001 sq ft and above. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	15,500	SqFt	\$ _____	\$ _____
71	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning Enduro flooring, as per specifications.	200	SqFt	\$ _____	\$ _____
72	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning Enduro flooring, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	300	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 12 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
73	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Terrazzo flooring. 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____
74	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Terrazzo flooring. 251 sq ft - 1000 sq ft, as per specifications.	300	SqFt	\$ _____	\$ _____
75	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Terrazzo flooring. 1001 sq ft - 5000 sq ft, as per specifications.	1,500	SqFt	\$ _____	\$ _____
76	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Terrazzo flooring. 5001 sq ft - 15000 sq ft, as per specifications.	5,500	SqFt	\$ _____	\$ _____
77	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Terrazzo flooring. 15001 sq ft and above, as per specifications.	15,500	SqFt	\$ _____	\$ _____
78	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Terrazzo flooring 1 sq ft - 250 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	200	SqFt	\$ _____	\$ _____
79	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Terrazzo flooring 251 sq ft - 1000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	500	SqFt	\$ _____	\$ _____



**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 13 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
80	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Terrazzo flooring, 1001 sq ft - 5000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	4,300	SqFt	\$ _____	\$ _____
81	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Terrazzo flooring, 5001 sq ft - 15000 sq ft., Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	14,100	SqFt	\$ _____	\$ _____
82	<b>COMMODITY CODE: 910-09</b> Overtime labor and material for cleaning Terrazzo flooring, 15001 sq ft and above, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	26,700	SqFt	\$ _____	\$ _____
83	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning, Terrazzo flooring, as per specifications.	1,000	SqFt	\$ _____	\$ _____
84	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning Terrazzo flooring, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	1,000	SqFt	\$ _____	\$ _____
85	<b>COMMODITY CODE: 910-09</b> Apply Scotch Guard, as per specifications.	5,000	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 14 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
86	<b>COMMODITY CODE: 910-09</b> Overtime to apply Scotch Guard. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	571,800	SqFt	\$ _____	\$ _____
87	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Poured Epoxy Flooring 1 sq ft - 250 sq ft, as per specifications.	100	SqFt	\$ _____	\$ _____
88	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Epoxy Poured Flooring 1 sq ft - 250 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	400	SqFt	\$ _____	\$ _____
89	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Epoxy Poured Flooring 251 sq ft - 1000 sq ft., as per specifications.	1,500	SqFt	\$ _____	\$ _____
90	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Epoxy Poured Flooring 251 sq ft - 1000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	1,500	SqFt	\$ _____	\$ _____
91	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Epoxy Poured Flooring 1001 sq ft - 5000 sq ft., as per specifications	5,000	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-10000298  
CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 15 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
92	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Epoxy Poured Flooring 1001 sq ft - 5000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications	5,000	SqFt	\$ _____	\$ _____
93	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Epoxy Poured Flooring 5001 sq ft - 15000 sq ft., as per specifications	15,000	SqFt	\$ _____	\$ _____
94	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Epoxy Poured Flooring 5001 sq ft - 15000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	15,000	SqFt	\$ _____	\$ _____
95	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Epoxy Poured Flooring 15001 sq ft – and above, as per specifications	15,001	SqFt	\$ _____	\$ _____
96	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Epoxy Poured Flooring 15000 sq ft and above, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications	15,001	SqFt	\$ _____	\$ _____
97	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning, Epoxy Poured Flooring, as per specifications.	15,001	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000298  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 16 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
98	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning Epoxy Poured Flooring, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications.	5,000	SqFt	\$ _____	\$ _____
99	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Quartz Tile Flooring 1 sq ft - 250 sq ft, as per specifications.	250	SqFt	\$ _____	\$ _____
100	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Quartz Tile Flooring 1 sq ft - 250 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	250	SqFt	\$ _____	\$ _____
101	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Quartz Tile Flooring 251 sq ft - 1000 sq ft., as per specifications.	1,001	SqFt	\$ _____	\$ _____
102	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Quartz Tile Flooring 251 sq ft - 1000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	1,001	SqFt	\$ _____	\$ _____
103	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Quartz Tile Flooring 1001 sq ft - 5000 sq ft., as per specifications	5,000	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000298  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 17 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
104	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Quartz Tile Flooring 1001 sq ft - 5000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications	5,000	SqFt	\$ _____	\$ _____
105	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Quartz Tile Flooring 5001 sq ft - 15000 sq ft., as per specifications	15,000	SqFt	\$ _____	\$ _____
106	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Quartz Tile Flooring 5001 sq ft - 15000 sq ft, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications.	15,000	SqFt	\$ _____	\$ _____
107	<b>COMMODITY CODE: 910-09</b> Labor and material for cleaning Quartz Tile Flooring 15001 sq ft – and above, as per specifications	15,001	SqFt	\$ _____	\$ _____
108	<b>COMMODITY CODE: 910-09</b> Overtime labor and materials cleaning Quartz Tile Flooring 15000 sq ft and above, as per specifications. Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m., Weekends and Holidays, as per specifications	15,001	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND  
 REQUEST FOR BID NO. B-10000298  
 CARPET CLEANING AND FLOOR STRIPPING, SEALING, FINISHING, TERM CONTRACT  
 Due Date: 11/21/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 18 OF 18		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
109	<b>COMMODITY CODE: 910-09</b> Move furniture for cleaning, Quartz Tile Flooring, as per specifications.	5,000	SqFt	\$ _____	\$ _____
110	<b>COMMODITY CODE: 910-09</b> Overtime to move furniture for cleaning Quartz Tile Flooring, Overtime hours are: Monday through Friday, 5:00 p.m. to 7:00 a.m. Weekends and Holidays, as per specifications	5,000	SqFt	\$ _____	\$ _____

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

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

**FED ID OR SOCIAL SECURITY NO.** \_\_\_\_\_