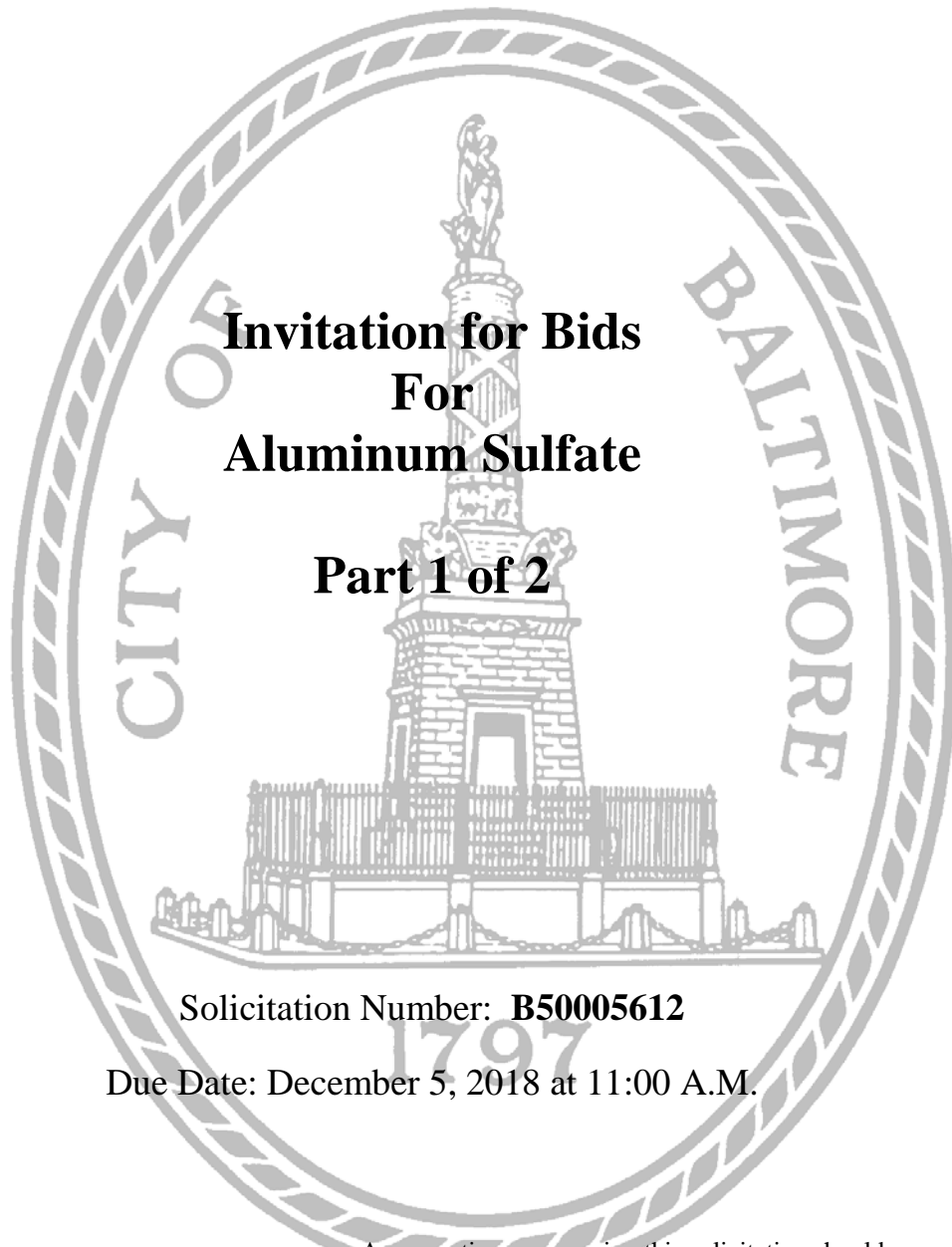


**City of Baltimore
Department of Finance
Bureau of Procurement**



**Invitation for Bids
For
Aluminum Sulfate
Part 1 of 2**

Solicitation Number: **B50005612**

Due Date: December 5, 2018 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the buyer named below.

Mukesh Vasavada, CPPO, Engineer Supervisor
Department of Finance, Bureau of Procurement
7 E. Redwood Street – 10th Floor
Baltimore, MD 21202
Phone : (410) 396-5711
Fax : (410) 396-1822
Email: Mukesh.Vasavada@baltimorecity.gov

Important Notice to Vendors
Regarding Registration as a Requirement for
Bidding

- Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to www.baltimorecitibuy.org and click on the “Register” link above the log in box.
- *Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

Solicitation

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Board of Estimates c/o Office of the City Comptroller
Room 204, City Hall, 100 North Holliday Street
Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

Late submissions will not be accepted.

MINORITY PARTICIPATION REQUIREMENT	None required
BID BOND	None required
PERFORMANCE BOND	None required
PRE-BID MEETING DATE & TIME	None required
DUE DATE & TIME	Wednesday December 5, 2018 at 11:00 A.M. EST.
PUBLIC OPENING DATE & TIME	Wednesday December 5, 2018 at 12 Noon EST.

Approved for Legal Sufficiency
Assistant City Solicitor

Erin Sher Smyth, Esq., CPPO
City Purchasing Agent

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK:

A. The purpose of this solicitation is to procure the lowest price for the City of Baltimore (City) in accordance with specifications and documents contained herein for acquiring Aluminum Sulfate (Liquid and Granular) mainly to be used for water filtration.

B. The Contractor shall provide and pay for all labor, materials, vehicles, parts, equipment, delivery, travel, lodging, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the City.

C. This is a requirements type contract. Goods or services will be ordered on an as-needed basis over time. The City reserves the right to order additional products/services at stipulated contract prices for one year after Solicitation Opening.

D. Refer to the Detailed Specifications section of this solicitation for product/service requirements and details.

E. Also be certain to download any Attachment(s), or addenda as posted on CitiBuy, which must be taken and considered together with this solicitation, and which are considered a part hereof, the same as if specifically written herein. To ignore or overlook the attachment(s) may result in rejection of the bid submission.

SW2. TERM OF AGREEMENT:

A. Effective Date. Upon approval of the City Board of Estimates, the initial term of this contract shall begin on the specific date directed by the City Board of Estimates or, in the absence of a specific date, on the date the Board approved the award.

B. Expiration Date. The term of this contract shall expire on the specific date directed by the City Board of Estimates or, in the absence of a specific date, one year from the date the Board approved the award.

C. Renewals: The Contract shall contain an option to renew on the same terms and conditions for two (2) additional one-year terms at the sole discretion of the City.

D. The City reserves the right to enter into additional contracts near the date of expiration to ensure continuity of service provided to the City. Purchase orders may overlap by as much as six months.

SW3. METHOD OF AWARD:

A. Award, if made, will be made to the lowest, responsive and responsible Bidder meeting the specifications, terms and conditions.

B. The City of Baltimore requires all Vendors to have an approved authorized procurement document (i.e.: Purchase Order, Term Contract, Blanket Purchase Order, Purchase Agreement & etc.) in possession prior to providing and delivering any goods or services. Entering into contracts and agreements "verbally" is prohibited. Any vendor who delivers goods and/or performs services to the City without an approved authorized procurement instrument does so entirely at its own risk, and faces the possibility of not being paid.

C. Following award, the awardee shall execute other contract closing documents such as an ‘Agreement’, and provide a current valid, ‘Certificate of Insurance’, etc., as required, and in accordance with Section GC23.

SW4. BID RESPONSIVENESS & RESPONSIBILITY

A. A Bidder is considered ‘Responsive’ if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.

B. A Bidder is considered ‘Responsible’ if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

C. Anyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been, and remain, in the primary business of supplying Phosphoric Acid (H3PO4) 75% as the items required in this solicitation for a minimum period of three years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

D. Bidders are instructed to adhere to and follow all instructions in the Submission Instructions in Pt. 2 (separately attached).

SW5. ADDITIONAL AWARD CONSIDERATIONS:

A. Bidder Qualifications and Capacity:

1. The City may make such investigations as it deems necessary to determine the ability and responsiveness of the bidder to perform the work required by this solicitation, and the bidder shall furnish to the City all such information requested for this purpose.

a) However, failure by the City to discover, or even attempt to discover, any inability of the bidder shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under Section GC32.

2. The City reserves the right, at its sole discretion, to contact all references offered by the bidder with no further permission from the bidder, and to follow-up on other reference leads generated.

3. The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any bidder that the City determines is not qualified or desirable due to information discovered as a result of the bidding and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.

4. The City of Baltimore reserves the right to reject the offer of any bidder that has a significant outstanding debt to the City of Baltimore.

5. The City reserves the right to reject all bids and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

SW6. PRICING:

A. Refer to the Bid Price Sheet in Section B.

B. Each bidder shall include unit and/or extended bid prices on the bid page(s) as required thereon.

C. All original unit prices for this Contract shall remain firm and fixed for the full contract term, including renewals thereto, unless an escalation or adjustment clause is included herein. Refer to paragraph entitled “Price Escalation”.

D. Delivery costs shall be included in all bid pricing.

E. No other costs such as fuel charges, material fees or miscellaneous charges may be added.

F. Cash Discount:

1. Any Cash Delivery/Payment Discount, such as 2%-20 Net 30, will be applied at the time of payment.

2. Cash Discount(s) offered will only be used for breaking a tie bid. Minimum terms will be Net 30.

G. All of the quantities and/or dollar estimates stated herein and/or on the Bid Price Sheet(s) are quantities only for the sole purpose of equal competitive bidding, evaluation and award, and are in no way, either expressly or implied, to be considered as guaranteed amounts.

H. These unit prices shall cover the cost of all tools, labor, loading and unloading transportation, demurrage, delivery, material, as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, technical on-site consultation, if necessary, special equipment/services, demurrage costs, means, and things used in connection with providing the requested products and services to City Agencies under this contract.

I. The City will pay, and the Contractor shall accept, the applicable unit and/or total price stipulated in the specifications and bid sheet attached hereto as full compensation for furnishing and delivering the product(s)/service(s).

J. A Purchase Order(s) will be issued by the City or a blanket purchase order and/or order release(s) will be issued by the City, against which, the City will place orders from time to time as requirements develop against which the City will place orders.

K. In the event of a discrepancy between a unit price(s), and/or the total prices, the unit prices shall prevail, and the total prices will be adjusted accordingly.

L. All bid submissions, including bid prices, shall remain fixed and good for a period of not less than 90 days following the bid opening

SW7. PAYMENT SCHEDULE:

A. A Purchase Order(s) will be issued by the or master blanket purchase order will be issued by the City, against which the City will place orders and make payments from time to time as requirements develop. You will receive your purchase order or master blanket purchase order by email, from CitiBuy (the City’s online system). This provision adds to the terms and conditions of the General Condition of Bid, Proposal and Contract (See Pt. 2).

B. Vendors must have a release purchase order from a master blanket purchase order, in hand prior to accepting orders. The City does not issue verbal purchase orders. Any vendor who

performs services without an approved authorized procurement instrument does so entirely at its own risk and faces the probability of having payment delayed or denied.

C. To submit an invoice to the City for goods or services that your company has provided, follow these guidelines to ensure timely payment.

1. Submit the invoice to either of the following:

a) Mail the invoice to: Bureau of Accounting & Payroll Services 401 E. Fayette Street, 5th Floor Baltimore, MD 21202

b) E-mail the invoice to: City-Payables@baltimorecity.gov (Email Link)

2. Place the Purchase Order (PO) number on the invoice. Master Blanket contract PO's begin with the letter P followed by six numbers, a colon, and a release number (e.g. P123456:123).

D. Provide the receiving City Agency's Name and Address on the PO for the goods or services provided on the invoice (example: Department of Transportation, or Department of Public Works).

E. Ensure that the information on the PO matches the information on the invoice including, but not limited to, prices or quantities of goods provided to the City.

F. The Contractor shall prepare and submit a separate invoice for each product shipment or service provided. Refer also to Section 'Detailed Specifications' for additional job ticket and invoice instructions. Each invoice shall include as a minimum:

1. The contract and purchase order numbers;

2. The delivery location;

3. The itemized unit price as provided in the bid sheet;

4. If design services were provided, the name & title of person(s) that performed the service, the number of hours, and the hourly rate per the price sheets for each person or service as described herein;

5. Total combined cost of all items and services provided;

6. Signature and date.

G. If a contractor must pay to the City, any payment(s) to the Mayor and City Council or any of its Departments, Agencies, Boards or Commissions due under the terms of this agreement shall be made to "Director of Finance" and be mailed or delivered to:

Director of Finance, Collections Division
Room One, Abel Wolman Municipal Building
200 N. Holliday Street
Baltimore, MD 21202

Wiring instructions may be obtained from the Bureau of Treasury Management at 410-396-3744 or 3745.

SW8. PRICE ESCALATION:

A. Bid Price escalation/adjustment requests, if submitted, must be received by the City no less than sixty (60) days prior to the end of the first term of the contract, and any subsequent one-year contract term thereafter. Contractor shall show, with adequate supporting documentation as determined by City, that the requested increase is general in scope, and not specific to the City.

B. The City of Baltimore may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.

C. If the City rejects the contractor's price adjustment request, the contractor may first appeal to the City Purchasing Agent and, if unsuccessful, either continue the contract under existing pricing or request that the City of Baltimore terminate the contract and reissue a solicitation, but shall not, on its own, terminate or discontinue providing the product or service until approved by the City.

D. Prices for the first contract term shall remain firm and will not be covered by this provision.

E. The contractor may request a unit price escalation/adjustment increase or decrease, but only for the renewal terms.

F. New prices accepted by the City shall remain firm for the next term.

SW9. SUBCONTRACTING:

A. Services specified in this solicitation that are ordered from any specific contractor must be provided by that contractor (i.e., the awarded vendor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City.

B. Refer also to Sections GC25 and GC44.

SW10. PRE-BID CONFERENCE/SITE VISIT:

A. There will be no Pre-Bid Conference.

SW11. POINT OF CONTACT & QUESTIONS:

A. During the bidding process, any potential bidder having questions regarding any part of this solicitation and/or Attachments or Addenda shall submit them in writing, only through Q&A feature in CitiBuy to the Buyer as also indicated on the front cover of this solicitation. The City will only respond to questions submitted through the Q&A feature in CitiBuy whereby, all questions and answers will be posted.

B. During the evaluation and award process, bidders are hereby instructed to communicate only with the Buyer indicated on the front cover of this solicitation.

C. Following award, the contract will be maintained with an agency(s) representative(s), to be determined, for all day-to-day operational issues.

D. Any subsequent issue that will result in a change to or renewal of the contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent and/or the City Board of Estimates for Baltimore City before the change or renewal takes effect.

SW12. BID BOND / GUARANTEE: None required.

SW13. PERFORMANCE GUARANTEE: None required.

SW14. INSURANCE REQUIREMENTS:

A. The following coverage(s) shall be provided:

1. Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.
2. Commercial Excess / Umbrella Liability
3. Business Automobile Liability.

4. Worker’s Compensation, Minimum Statutory Requirement.

5. The Contractor agrees by entering into this agreement to a Waiver of Sub-rogation in favor of the City for each required policy herein.

6. This amends, but does not replace, Section GC23.

SW15. CONTRACTOR RESPONSIBILITIES:

A. To provide and deliver all products and/or services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications.

B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.

C. To provide the name and contact numbers for the person/s who will oversee the service as required herein, and also an alternate person to ensure the needs of Baltimore City Agencies are met in a timely manner.

D. To obtain a Release Purchase Order issued by the Bureau of Procurement prior to supplying and delivering each order.

SW16. OMISSIONS & ERRORS:

A. Rectification of any errors and inclusion of any omissions within this solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the vendor.

B. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the cover of this solicitation, in writing via e-mail.

SW17. CITY RESPONSIBILITIES: To properly order services and/or products under this solicitation/contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review and approve invoices for payment processing.

SW18. COOPERATIVE PURCHASING: As per Section GC40 herein.

SW19. CONFLICT OF INTEREST AVOIDANCE:

A. No official, employee, representative or member of the City of Baltimore who is representing the Mayor and City Council of Baltimore shall have any personal and/or financial interest in this solicitation / contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this solicitation/contract.

B. Any person having any personal and/or financial interest in this solicitation / contract and/or in any firm bidding on or receiving an award under this solicitation shall not participate in any decision made pertaining to this solicitation / contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this solicitation.

C. This term adds to Section GC11.

SW20. DISCRIMINATION AGAINST SUBCONTRACTORS:

A. As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative

proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B. Contractor’s Supervision:

C. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.

D. The City shall exercise no supervision or other control over the contractor’s employees, agents and/or volunteers.

SW21. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION:

A. The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

B. The City is Municipal Corporation of the State of Maryland.

C. The City requires that the Bidder/Offeror certify in Bid Affidavit XI, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law. The City will make a reasonable attempt to verify that this statement is accurate prior to an award recommendation, and may, at its sole discretion, ask the Bidder/Offeror for clarification if the State Board of Elections search engine does not reflect that the statement has been filed. The City may determine that a Bidder/Offeror who makes a false statement on this or any other Affidavit is not a responsible Bidder/Offeror, which may result in rejection of the submitted Bid/Proposal.

Additional information is available on the State Board of Election website: Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.

PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS

SW-PROGRAM-1. MBE/WBE PARTICIPATION: Not Applicable.

SW-PROGRAM-2. LIVING WAGE REQUIREMENT: Not Applicable.

SW-PROGRAM-3. BALTIMORE CITY’S YOUTH WORKS PROGRAM:

Not Applicable.

SW-PROGRAM-4. “EMPLOY BALTIMORE” or “LOCAL HIRING”:

A. EMPLOY BALTIMORE. On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation if the initial award exceeds \$50,000, but is \$300,000 or less. The contractor’s requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

1. Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)

2. Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.

3. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.

4. Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

B. LOCAL HIRING. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below: (See Section B for the applicable forms to be submitted with your bid or proposal.)

1. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

2. Within two (2) weeks of the Board of Estimate’s award of the contract or approval of

the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: www.oedworks.com.

3. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

4. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

Detailed Specifications

(NOTE: Where one section differs from other sections, the more detailed specification prevails. Otherwise, where this section differs from the General Conditions or Scope of Work, this section shall prevail.)

DS1. BASIC PRODUCT/SERVICE DESCRIPTION:

A. The City of Baltimore desires to procure Aluminum Sulfate (Liquid and Granular) for use in the coagulation-sedimentation process for the treatment of the public drinking water supply.

(1) Liquid Aluminum Sulfate at Ash Burton Filtration Plant, 3001 Druid Park Drive, Baltimore, MD 21215 and

(2) Granular Aluminum Sulfate at Montebello Filtration Plant, 3901 Hillen Road, Baltimore, MD 21218.

B. The contractor shall deliver F.O.B. Destination to any City installation or agency also, if required, including those installations or agencies located outside the City limits on as needed basis.

C. The bidder shall become familiar with the Plant Operations, equipment, and receiving facilities Contact Mr. Andre W. Moseley at 410-396-6093 for scheduling site visits.

D. This is a requirement contract and the City must be assured of a continuous prompt delivery of a reliable product of proven worth in actual operation compatible with City equipment and operating procedures on as needed basis.

DS2. DETAILED SPECIFICATIONS:

E. GRANULAR ALUMINUM SULFATE:

(1) The Granular Aluminium Sulfate to be furnished under this contract shall be of best quality and conform to all applicable requirements of the American Water Works Association (AWWA) B403-70 including the following requirements (by weight):

(a) The Granular Aluminum Sulfate shall be crystallized aluminum sulfate (filter alum) containing not less than seventeen percent (17.0%) available water-soluble aluminum as Al₂O₃.

(b) The total water-soluble iron content of the aluminum sulfate shall not be more than 0.75 percent as Fe₂O₃.

(c) Total insoluble matter content not to exceed 0.5 percent.

(d) The ninety-five percent (95%) shall pass an USA Standard No. 4 Sieve (4.76 mm opening) and at least eighty percent (80%) shall pass an USA Standard No. 10 Sieve (2.00 mm opening). A maximum of thirteen percent (13%) shall pass an USA Standard No. 30 Sieve (0.6 mm opening).

F. LIQUID ALUMINUM SULFATE:

(1) The Liquid Aluminum Sulfate shall be of the best quality and conform to all applicable requirements of the American Water Works Association (AWWA) B403-88 including the following requirements (by weight):

(a) It shall contain not less than 4.25% available aluminum. If necessary, the manufacturer shall adjust the concentration seasonally to prevent crystallization during transit and in storage.

(b) It shall contain:

((1)) Not less than 8.0% of the available Al₂O₃ or more than 8.35% of the available Al₂O₃.

((2)) not less than 0.013% excess Al.

((3)) not less than 0.025% excess Al₂O₃.

((4)) not more than 0.35% total water soluble Iron as Fe₂O₃.

((5)) not more than 0.2% suspended matter.

((6)) not contain metals, minerals, organic substance or other impurities in quantities capable of causing deleterious or injurious effects upon the health of those consuming potable water that has been properly treated with Liquid Aluminum Sulfate.

((7)) not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog metering pumps or cause malfunction to the chemical handling equipment and appurtenances.

G. Bidder shall submit information sheet on typical chemical analysis and MSDS sheets.

DS1. TECHNICAL SERVICES:

A. In the event of a question of poor performance of the material supplied, the Plant Manager shall request and the bidder supply, at no additional cost to the City, technical services and consultations requiring their presence at the Wastewater Treatment Plant of the bidder's technical representatives. Such technical services shall not exceed ten (10) calendar days per year.

DS2. SAMPLE AND TESTING:

A. Acceptance of each shipment of the product supplied will be made on the basis of tests performed by the City's laboratory.

B. GRANULAR ALUMINUM SULFATE:

(1) If deemed necessary, City personnel shall select samples from the truck upon arrival at the designated plant. One sample of approximately one (1) pound shall be taken from each of the hatches used to load the pneumatic truck from an area directly under the hatch, approximately six (6) to twelve (12) inches representative's laboratory sample of the load to determine the suitability of the delivered product against the contract specifications.

(2) The temperature of the representative laboratory sample will be measured immediately upon delivery of the laboratory.

(3) Upon arrival at the designated plant, City personnel shall carefully dig directly under the hatches used to load the pneumatic truck into the load with a shovel to a depth of one (1) to two (2) feet to determine if the aluminum sulfate bordering the excavations will form its natural angle of repose (38 – 43 degrees). This test will be used as a measure of "Flowability" or "non-bulking" of the aluminum sulfate in the alum feed process.

(4) Analysis for aluminum content, iron and insoluble matter shall be in accordance with AWWA Standard B403-70 for Aluminum Sulfate.

(5) If a shipment of aluminum sulfate is not indicated as being suitable for acceptance, City Water Personnel will initiate a telephone conference to discuss the problem prior to the final disposition of any shipment.

C. LIQUID ALUMINUM SULFATE:

(1) Acceptations of each shipment of Liquid Aluminum Sulfate will be made on the basis of tests performed by the City's water quality laboratory.

(2) The testing methods will be in accordance with AWWA Standard No. B403-88.

D. The rounding of all test results shall be in accordance with the current edition of Standard Methods for the Examination of Water and Wastewater.

DS3. ACCEPTANCE/REJECTION:

A. The City of Baltimore reserves the right to accept or reject shipments as to meeting quality standards. For the purpose of acceptance and payment of granular aluminum sulfate under this contract for granular aluminum sulfate, aluminum sulfate containing seventeen and one-half percent 17 ½ % Aluminum Oxide shall be deemed to be standard.

(1) The City reserves the right to reject any shipment for any one of the following reasons: (all The percentages specified are by weight)

- (a) If the aluminum content is less than seventeen percent (17 %) aluminum
- (b) The iron content is greater than 0.75 percent
- (c) The insoluble matter content is greater than 0.5 percent
- (d) The size requirements stipulated earlier are not met
- (e) The temperature of the load exceeds ninety degrees Fahrenheit (90 degrees)
- (f) Fails the "Flowability" or "bulking" test.

(2) Acceptance of each shipment of Liquid Aluminum Sulfate will be made on the basis of tests performed by the City's water quality laboratory. The testing methods will be in accordance with AWWA Standard No. B403-88.

(3) On shipments of aluminum sulfate received subsequent to a sub-specification delivery, the City reserves the right to prevent unloading until samples are obtained and tests performed to determine acceptability of the aluminum sulfate. The City will not be responsible for demurrage time. All costs associated with trucker delays for sampling and analysis and shipment returns are to be borne by the supplier.

(4) If more than three (3) unacceptable shipments of aluminum sulfate are received within a thirty-day period, the City shall have the right to terminate the contract.

B. Any vendor receiving two Unsatisfactory Supplier Performance reports will be cancelled from this agreement and may be prohibited from bidding on the next Liquid Sodium Bisulfite bid.

DS4. SHIPPING, RECEIVING AND UNLOADING:

A. Granular Aluminum Sulfate will be generally shipped to Department of Public Works, Water Treatment Section, Montebello Filtration Plants No. 1 and 2.

(1) The average rate of consumption will be about nine (9) tons per day, and the maximum should not exceed twenty (20) tons.

(2) Deliveries shall be scheduled so that there shall be not less than fifty-(50) tons in storage at any time.

B. Liquid Aluminum Sulfate will be generally shipped to the Department of Public Works, Water Treatment Section, Ash Burton Filtration Plant.

C. General:

(1) The City will cooperate with the successful bidder in allowing sufficient lead time on shipments. The contractor shall understand that it will be virtually impossible to time shipments to avoid delays in unloading at all times. Therefore, contractor shall arrange for the use of rolling stock, if deemed necessary, on the assumption such vehicles may have to wait to unload; and include such costs in the price of the product.

(2) The Bidder(s) shall understand that rail car quantities are not acceptable.

(3) The City will not pay demurrage or demurrage charges.

(4) Trucks will be weighed when entering and when leaving the facility.

(5) The Contractor must assure a continuous supply of product delivery between the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday.

(6) No deliveries shall be made on Saturdays, Sundays, or Holidays except in the case of an emergency.

(7) Alternative hours of delivery can only be authorized by the plant manager or designee.

(8) Tank trucks shall meet ICC Standards and all Federal and State requirements and shall arrive equipped with unloading connections compatible with City equipment and in good working order, and all other fittings, tools, and materials required to ensure a compatible connection with City equipment.

(9) Trucks will be weighed when leaving facilities.

(10) If delays occur, the Contractor shall keep in close contact with the Plant personnel until the shipment has arrived.

(11) The City will not assume responsibility for demurrage charges.

(12) Title to the material shall be considered as remaining with the Contractor until delivery has been accepted at the Plants.

(13) The contractor shall be responsible for unloading.

(14) Bidder shall indicate shipping point and normal method of routing and delivery.

(15) Depending on needs, the contractor must be able to deliver weekends and holidays at no additional cost to the City. The responsibility of shipping, unloading and dilution of the product into the storage tanks at the delivery point shall rest entirely upon the contractor.

DS5. SAFETY AND SECURITY:

A. The supplier shall apply all due diligence in protecting the material referenced in this contract from intentional contamination in all areas including but not limited to production, storage and conveyance that are reasonably under its control. An example and not inclusive of all possible proactive measures may include providing seals on tank truck hatches that would clearly indicate tampering if this were to occur after the tanker was loaded.

B. The Contractor shall provide Material Safety Data Sheets (MSDS) or the new Global Safety Data Sheet (SDS). The MSDS or SDS may be submitted with your bid response if desired.

C. The supplier shall provide a safety manual/DVD on safe handling and use of items to be supplied.

D. Deliveries are to be in strict adherence with the delivery hours specified in this contract. Deliveries outside those hours shall not be scheduled or made without first obtaining advanced permission from the Plant Management Staff.

E. The supplier shall furnish, for each driver scheduled to make deliveries at this water treatment facility, a picture identification, name and driver license number. This information shall be provided in advance of the first delivery for each driver employed. The Supplier is responsible for driver compliance with all current and future federal and state transportation laws in effect during the period this contract is in effect.

F. The supplier shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.

G. Contractor shall furnish to the plant Management, at no cost to the City, technical services and consultations including requiring presence of technical personnel at the treatment plants of the contractor's technical representative.

DS6. CONTRACTOR'S SUPERVISION:

A. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.

B. The City shall exercise no supervision or other control over the contractor's employees, agents and/or volunteers.

C. Contractor shall furnish to the plant Management, at no cost to the City, technical services and consultations including requiring presence of technical persons at the Back River Wastewater Treatment Plant of the contractor's technical representative.

DS7. PERMITS (if any):

A. The contractor shall be fully responsible to apply for, pay for, pick up, and post all permits and notices required (if any) for the completion of any work described herein prior to starting any work.

B. The City reserves the right to withhold payment until proof of permits and notices are provided to the City.

DS8. GUARANTEE / WARRANTY:

A. All products furnished under these specifications shall be guaranteed / warranted to meet the technical specifications

DS9. REFERENCES:

A. Each Bidder shall provide a minimum of three (3) references which have/had a similar scope of work and quantity.

B. References should be for any government contracts the firm may have in place.

C. References should include the company name and contact name, telephone number and email address of a contact person who has first-hand knowledge of the Bidder's performance for each reference, at time of bid. The references must be for projects/jobs that are in progress or completed within the last three (3) years and are similar in scope to the work to be performed under this Contract. Each reference must include a brief description of the work tasks and quantities of work performed.

Mark as "Original" or
"Duplicate" here.

SECTION B - BID DOCUMENTS:

NOTE: For your bid/proposal to be responsive you must submit all of the documents contained in this section.

B1. BIDDERS MUST BE REGISTERED:

- A. All bidders must be registered in CitiBuy and must download the solicitation, before bidding.
- B. To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.

B2. BIDDER REQUIRED RESPONSE:

- A. Each Bidder shall provide and submit all of the forms and/or information stated and required in Section 'B' and the Submission Instructions.
- B. This is a One-Step Solicitation/Offer process. You will find an envelope/package label following this section. Each Bidder shall prepare its Bid to include all of the forms and/or required information as set forth in Section 'B' of this Part 1 and shall assemble the Bidder response in the prescribed manner and required format as set forth in Section 'B'. Bidders are also instructed to adhere to all instructions found in the Submission Instructions in Part 2.

C. Prepare and submit One (1) complete "Original", and Three (3) complete "Duplicates" which shall include all of the forms and/or information identified in Section 'B'.

B3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.) and THREE DUPLICATES INCLUDING ONE USB OR CD:

- A. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black). Be sure all duplicate copies are clearly marked as "Duplicate" along with one (1) electronic copy (on a flash drive or CD).
- B. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

B4. GENERAL SUBMISSION COMMENTS:

- A. The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder.
- B. The "original" bid documents should be signed in blue ink or some color other than black.
- C. Exceptions, Modifications, Alterations and Deviations: Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.
- D. All data provided by the City shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.
- E. In the event of a dispute between the printed "Original" proposal document and any printed "Duplicate" copy, or any electronic media, the printed "Original" shall prevail

B5. DISCRIMINATION AGAINST SUBCONTRACTORS: As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B6. PUBLIC ACCESS BIDS:

PROVIDE TWO (2) PUBLIC ACCESS COPIES AS DESCRIBED IN LINE ITEM H.

A. By signing and submitting a proposal in response to this solicitation, the Proposer acknowledges that all documents, information and data submitted in its proposal shall be treated as public information, unless otherwise identified as instructed below.

B. The City shall, therefore, have the undisputed right to release any/all of the proposer's documents, information and data to any party requesting same without further permission from the Proposer.

C. The City and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

D. If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you **MUST** clearly state in large red letters, including on:

1. The outside of your proposal box, package or envelope;
2. The outside front cover of your proposal document including the “original” and all “duplicate” copies; and
3. On each applicable page of your “original” and each “duplicate” copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

E. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential. The Bid Price Sheet and Section B-pages cannot be deemed proprietary.

F. The City still shall not be responsible for inadvertent disclosure.

G. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

H. If proprietary/confidential information is included, the Proposer shall submit *two (2) complete additional copies* of its proposal but with all proprietary/confidential information either excluded or redacted, and the reason given. These copies shall be clearly marked on the front cover and on the initial page “**Public Access Copy**”.

B7. BID PACKAGING LABEL

Note: Bidders/Proposers are to attach the label below to the box(s), package(s), or envelope(s) (“package”) containing their bid/proposal submission documents. (See “Submission Instructions” for details.)

From: _____

Due Date: _____

Solicitation #: B50005612

Solicitation Name: Aluminum Sulfate

**To: Board of Estimates c/o
 City Hall, Room 204
 100 North Holliday Street
 Baltimore, MD 21202**

BID SUBMISSION **Package # _____ of _____**

ORIGINAL BID INCLUDED IN THIS PACKAGE YES NO

B8. BID CHECKLIST (This list is to assist the Bidder, but does not relieve the Bidder from reading the solicitation carefully and determining what must be submitted with its bid. Bidder is advised to check off each item as it is completed to avoid overlooking any)

1. _____ One “Original” of all completed and signed pages and forms contained in Section ‘B’ and any other Comprehensive “Minimum” and “Technical” information and forms as required by the Submission Instructions. Demonstrate that your company is the business of providing the goods/services for the required length of time, and has adequate positive references.
2. _____ Three “Duplicate” copies – exact copies of the Original, all of which must include:
 - a. _____ Signed and properly completed Bid Affidavit
 - b. _____ Signed and Properly completed Bid Pages
 - c. _____ Signed and properly completed program forms, as applicable (MBE/WBE forms, Employ Baltimore form, Living or Prevailing Wage forms)
 - d. _____ Signed and properly completed Bid Guarantee (Bond or Check) as required.

- e. _____ *Certificate of Good Standing – required by law to do business in Maryland. See [SDAT](#). If a vendor is out-of-state and will only ship items, Certificate from the state of incorporation and/or primary business location.*

Appendix A

Notice to Contractors Living Wage Requirement

The Baltimore City Code (Edition 2000, Art. 5, Subtitle 26 “Hours and Wages – Service Contracts”) establishes what is more commonly referred to as the City’s “Living Wage” requirement. Contractors having service contracts with the City are required, among other things, to pay their non-professional employees a “Living Wage” to be determined each year by the Board of Estimates. Contractors must become thoroughly familiar with the “Living Wage” requirement. A copy of the City Code can be found on the City’s website (www.baltimorecity.gov).

The “**Living Wage**” for FY 2019 is **\$11.81 per hour**, beginning **July 1, 2018**. The current rate is **\$11.81 per hour**. A legal review has concluded that the law does not differentiate between full-time and part-time (less than eight hours per day) service workers. All solicitation prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of future rate increases by the Board of Estimates.

Future Wage Increases: Future wage rate increases are defined as any new rates approved by the Board of Estimates that take affect after and supersede the rates shown in this solicitation. In which case:

- If you are paying exactly the current base minimum wage rate as stipulated above, you may submit a written request to increase your invoiced hourly rate by an amount equal to, but not greater than, the amount of the increase by the Board of Estimates for those affected employees; or
- If you are paying higher than the base minimum wage rate you may submit a written request to increase your invoiced hourly rate by an amount equal to the portion of the amount of any future increase which exceeds your current rate (difference between your current rate and the new rate) for those affected employees; or
- If you are paying at a rate which equals or exceeds the base minimum wage rate plus the new approved future increase rate amount, you may not seek an adjustment to your invoiced hourly rate.

Below is a copy of Art. 5, §26-10 (“Required Records – Project Payroll Reports”), which sets forth certain reporting requirements. A “Contractor Weekly Project Payroll Report” form is also included to be used in complying with §26-10. If you find it more convenient you may use your own form so long as it provides the information required and is in close conformity with the form enclosed.

If you need additional clarification regarding Article 5, Subtitle 26, please contact the Wage Commission at 4 South Frederick Street, Baltimore, Maryland 21202, or by calling 410-396-4835.

Copies of completed reports shall be submitted as follows.

One Copy: Wage Commission

7 E. Redwood Street, 9th Floor
Baltimore, MD 21202
Phone: (410) 396-4835
Fax: (410) 752-3190
Email: wagecommission@baltimorecity.gov

One Copy: Bureau of Procurement
Attn: Administrative Division
7 E. Redwood Street
Baltimore, MD 21202
410-396-5700

If you require additional forms or have any questions relative to this matter, please call the Bureau of Procurement at 410-396-5700.

BALTIMORE CITY CODE – SUBTITLE 26 – HOURS AND WAGES - SERVICE CONTRACTS – ART.5, § 26-10*

§ 26-10. Required records – project payroll reports

(a) *Contractor to submit.*

The contractor shall submit 2 complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours.

(b) *Contents.*

The project payrolls shall contain:

- (1) the name of the prime contractor and the subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) the classification in accordance with the classifications fixed in the contract;
- (5) the number of hours worked daily by the service worker at straight time and at overtime and the hourly wage rate for each;
- (6) the gross wages paid to the service worker per pay period; and
- (7) such other data as may be required by the Board of Estimates from time to time.

(c) *Prime contractor responsible for subcontractors.*

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) *Signed statement of compliance.*

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;

B50005612 – Aluminum Sulfate– Due: 12/5/2018

(3) that the classification set forth for each service worker conforms with the work that the service worker performed; and

(4) that the service contractor has complied with the provisions of this subtitle.

* Note: This is only a portion of Subtitle 26. Contractors must be familiar with the entire subtitle.

BID DOCUMENTS

BID/PROPOSAL INFORMATION AND AFFIDAVIT SIGNATURE PAGE

Bid/Proposal submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Name of Contact Person [IF DIFFERENT FROM ABOVE] _____

Title of Contact Person _____

E-Mail _____ Phone: _____

Federal Social Security Identification Number _____

If awarded a contract, the Bidder/Proposer/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents and information contained in this solicitation in the Bid/Proposal submitted in response to this solicitation.

I, [PRINT OR TYPE NAME] _____ ,
the undersigned, [PRINT OR TYPE TITLE] _____ ,
of the above named Bidder/Proposal/Offeror do solemnly declare and affirm under the penalties or perjury this _____ day of [MONTH] _____, [YEAR] ,
that I hold the aforementioned Office in the above Bidder/Proposal/Offeror and that the below affidavits and attachments hereto are true and correct to the best of my knowledge, information and belief.

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, “person” is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. “Person” is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor’s Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in

BID PRICE SHEET

Bid/Proposal submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Title _____

Phone _____ Fax _____

Email Address _____

To The Board of Estimates, City of Baltimore:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

Attach a copy of literature and detailed specifications to demonstrate that the product being offered meets or exceeds the City’s minimum requirements

Bidder shall provide and deliver

Item #1– Granular Aluminum Sulfate as per Specifications:

Unit Price \$/Ton	X	Estimated yearly requirement in Ton	=	Extended Total in \$
		4,000		

Manufacturer: _____ Plant Location: _____

Shipment from: (Terminal Location) _____

Dispatcher _____ Phone _____ Fax _____

Email _____

Item #2–Liquid Aluminum Sulfate as per Specifications:

Unit Price \$/Ton (Dry weight basis)	X	Estimated yearly requirement in Ton (Dry Weight basis)	=	Extended Total
		3,500		

Manufacturer: _____ Plant Location: _____

Client History –references:

Each Bidder is to provide a minimum of three verifiable references in which the bidder has provided this or a similar service. If you have any state or local government customers, list them also. If any of your references are not available or do not supply a positive response, your bid will be deemed non-responsive; therefore, it is suggested you list more than 3 references.

Company Name: _____

Address: _____

Contact Person: _ _____

Telephone: _____ Email address: _____

Date Service Began: _____

Company Name:

Address: _____

Contact Person: _ _____

Telephone: _____ Email address: _____

Date Service Began: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email address: _ _____

Date Service Began: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email address: _____

Date Service Began: _____

Company Name:

Address: _____

Contact Person: _____

Telephone: _____ Email address: _____

Date Service Began: _____

Company Name:

Address: _____

Contact Person: _____

Telephone: _____ Email address: _____

Date Service Began: _____

(1) _____ - additional information – Attach any additional information the offeror wishes to provide to the City.

(2) _____ - deviations, exceptions, modifications and/or alterations – Attach a list of any/all City approved and/or offeror generated deviations, exceptions, modifications and/or alterations. Do not make it a ‘condition’ that the City must accept any deviations, exceptions, modifications and/or alterations not previously approved by the City before the offeror will accept an award. Offers which contain deviations, exceptions, modifications, alterations, information, statements, conditions or qualifications which are declared in any manner or form as being a ‘condition’ imposed on the City for purposes of making and accepting award shall be rejected without further consideration.

(3) _____ - addenda - Attach signed copies of all addenda issued in connection with this solicitation (if any). Be sure to re-check CitiBuy prior to completion and submission of your offer response for any last minute addenda or other attachments.

B. Do not alter or ignore any solicitation document or instruction. Incomplete offers may be rejected at the City’s discretion. Be sure that all documents are signed and witnessed where required. Failure to provide all of the above required documents and information, even if the information is considered proprietary or confidential, shall be cause for rejection of the offer at the City’s discretion. In the event of a discrepancy between a unit price(s), and the extended total prices, the unit prices shall prevail, and the extended total prices will be adjusted accordingly. In the event of a dispute between the Original written offer document and any Duplicate document, or any electronic media, the Original written document shall prevail.

C. Following award, the awardee shall execute other contract closing documents such as an ‘Agreement’, ‘Performance Bond’, ‘Payment Bond’, ‘Certificate of Insurance’, etc., as required, and in accordance with Section GC2.C.

By signature below, we acknowledge and affirm that we have received, read and understand all of the terms, conditions and specifications contained in this solicitation, including all CitiBuy Attachments and

B50005612 – Aluminum Sulfate– Due: 12/5/2018

Addenda thereto, that we have been afforded an opportunity to ask questions and request clarification, and that we have provided, completed, assembled and submitted all of the required forms and information specified herein, and that no original solicitation document or language has changed or modified unless clearly noted in the above Section entitled “Deviations, Exceptions, Modifications and/or Alterations”.

(Affix
Corporate
Seal Here)

Signature of Authorized Representative (Sign in blue ink only.)

Date

Title

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* “Certification Statement” contained in the bid document and submit it with your bid package.
2. Contact the Mayor’s Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the “Employment Reports” as required on June 30th and December 31st during each year of the contract and at contract completion. Submit “Employment Reports” to:

Employ Baltimore
Mayor’s Office of Employment
Development
36. S. Charles Street
Baltimore, Maryland 21201
employbaltimore@oedworks.com

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

Yvette Clark or Patricia Anderson
Mayor’s Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014. • Fax 443-220-0510
employbaltimore@oedworks.com

Employ Baltimore
CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of _____, I _____
(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: _____ Telephone: _____

Company Address _____ Email: _____

Yvette Clark or Patricia Anderson
Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014. • Fax 443-220-0510
employbaltimore@oedworks.com



The Mayor's Office of Employment Development provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several programs.

Customized Training is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

Maryland Business Works enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access grants (at no cost) to support their current staff development needs. This funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. The training course and training vendor is selected by the business to ensure an accurate fit!

MOED works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

For Further Information Contact:

Yvette Clark or Mackenzie Garvin
Employ Baltimore
Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014. • Fax 443-220-0510
employbaltimore@oedworks.com



**City of Baltimore
Local Hiring Certification and Compliance Statement**

CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of _____(Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5th day of each month throughout the duration of contract.

Signature: _____ Title: _____ Phone: _____

Company Address: _____ Email: _____

CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)

Baltimore City Agency: _____

Contract No./Description: _____

Award Amount: _____ Award Date: _____

Contractor's Rep for Local Hiring compliance: _____

Telephone #: _____ Email: _____

City Agency Staff Name/Title Date

COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on _____ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of _____ jobs will be created as a result of the contract award.
- NOT** complied with the Local Hiring Law. In accordance with the Law, the City Agency is required to withhold payments associated with this award until the meeting has occurred.

MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045

