

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

The seal of the City of Baltimore is a large, faint watermark in the background. It features a central illustration of the Baltimore City Monument, a tall tower with a statue on top, surrounded by a fence and a bridge. The words "CITY OF" are on the left and "BALTIMORE" is on the right, both following the curve of the seal's border. At the bottom of the seal, the year "1797" is inscribed.

**Invitation for Bids
for
Maintenance, Repairs & Parts
for
Fountains and Irrigation Systems**

Part 1 of 2

Solicitation Number: **B50006345**

Due Date: October 20, 2021 at 11:00 A.M.

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

Kristi Schley, CPP, CPPB, NIGP-CPP
Department of Finance, Bureau of Procurement
7 E. Redwood Street – 10th Floor
Baltimore, MD 21202
Phone: (410) 545-0722
Fax: (410) 396-1822

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	Goals are set at 10% MBE and 10% WBE
BID BOND	None Required
PERFORMANCE BOND	None Required
PRE-BID MEETING DATE & TIME	None. Use Q&A feature in CitiBuy to submit questions.
DUE DATE & TIME	Wednesday October 20, 2021 at 11:00 A.M. EST.
PUBLIC OPENING DATE & TIME	Wednesday October 20, 2021 at 12 Noon EST.

Approved For Legal Sufficiency
Assistant City Solicitor

Keasha L. Brown, CPPO
Acting 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 **Routine and Non-Routine Maintenance, Repairs and Parts for Fountains and Irrigation Systems** as further described in the Detailed Specifications section of this solicitation, to be used primarily by the City's Department of Transportation, and if required, by other agencies on an as needed basis.

B. The work consists of, but is not limited to inspection, cleaning, draining, adding chemical agents, performing repairs, greasing motors and fittings, replacing parts such as light bulbs, removal of minor vandalism (including graffiti removal), removal of trash and debris, and other related work as specified in the detailed specifications and/or as directed by the project supervisor.

C. 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.

D. This is a requirement type contract. Goods or services will be ordered on an as-needed basis over time. Quantities contained herein are for equal competitive bidding, evaluation and award purposes only. They represent the City's best estimate of its requirements, however, the quantities ordered may be more or less. The City reserves the right to order additional products/services at stipulated contract prices for one year after Solicitation Opening.

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

F. 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, three (3) years 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, based on the total bid price.

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 performing maintenance and repairs; and supplying and replacing parts on fountains and irrigation systems as 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 Section B.

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 410-396-4751.

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. Contractor must provide written justification through one or more governmentally accepted published price lists or indices to support the price adjustment request for the contractor's own revised prices. Acceptance of such 'alternative' indices and prices shall be at the discretion of the City Purchasing Agent. The City will use as a guideline, the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index CPI for Urban Wage Earners and Clerical Workers (CPI-W) Series Id. CWUR0000SA0L1E, U.S. city average, All items less food and energy. The base index will be the CPI index for the month that Bids opened and the new index will be the most currently available index at time of renewal of contract.

G. De-escalation may be applied to prices by the City, at time of renewal only, using U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index CPI for Urban Wage Earners and Clerical Workers (CPI-W) Series Id. CWUR0000SA0L1E, U.S. city average, All items less food and energy. The base index will be the CPI index for the month of Bid Opening and the new index will be the most currently available index at time of renewal of contract.

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

I. If this solicitation includes the Living Wage Requirement, any price adjustment request under this Section shall supersede any request for a price increase as stated in the Living Wage Requirement. The Contractor shall only receive one potential price increase per year as per the terms of this solicitation.

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. 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.

SW11. BID BOND / GUARANTEE: None required.

SW12. PERFORMANCE GUARANTEE: None required.

SW13. INSURANCE REQUIREMENTS:

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

1. Commercial General Liability at \$1,000,000 per Occurrence; \$2,000,000 Aggregate.
2. Commercial Excess / Umbrella Liability at limits of not less than Three Million Dollars (\$3,000,000) per occurrence for claims arising out of bodily injuries or death and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. Such insurance shall include contractual liability insurance.
3. Business Automobile Liability at \$1,000,000 per Occurrence.
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.

SW14. 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, and to ensure the Release Purchase Order is correctly noted on all invoices submitted.

E. To report all subcontractor payments in CitiBuy, and require all subcontractors to acknowledge payments in CitiBuy.

F. In the event that BCC files written complaints regarding poor performance at the Site, the City reserves the right to immediately require the vendor to cure within a three (3) days, and if not cured within three (3) days, to contract with another vendor to perform the work, and/or

to immediately terminate the vendor's contract for default and reassign to another vendor.

SW15. WORKMANSHIP:

A. All repairs and service work executed by the contractor under this contract shall be performed by fully competent skilled labor and qualified apprentices.

B. All materials and repairs shall be installed and completed in a first class manner to the satisfaction of the project supervisor. Installations shall be in accordance with the best modern methods and trade practices. All work shall be done in strict accordance with the original equipment manufacturer's handbook for the type of service.

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.

SW21. CONTRACTOR 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.

SW22. 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:

A. Goals are set at 10% MBE and 10% WBE.

B. Goals are also stated in the Bidder Information & Forms package located at the end of this solicitation.

C. In accordance with paragraph GC25 and the “Bidder Information & Forms” package herein Section B.

SW-PROGRAM-2. LIVING WAGE REQUIREMENT:

A. The Living Wage Requirement applies to this solicitation

B. Refer to paragraph GC22.A and other documents included herein Section

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

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

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.

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

C. INCREASES. Any contract that was originally awarded in an amount of \$300,000 or less, and therefore was subject to the Employ Baltimore Executive Order, will automatically become subject to the Local Hiring Law in the event of any action that causes the total approved contract value to exceed \$300,000, whether by renewal, extension, increase or amendment, as if it had originally been subject to the Local Hiring Law.

1. Within two (2) weeks of the date of the City Purchasing Agent's or Board of Estimate's action that causes Local Hiring to apply, 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.

(Remainder of this page intentionally left blank)

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 work to be performed under this contract includes, but not limited to, inspection, cleaning, draining, adding chemical agents, and repairing any parts such as light bulbs, minor vandalism (including graffiti removal) and other related work on the fountains and irrigations systems located within the City of Baltimore as shown in table below.

B. The Contractor shall provide and pay for any and all cost associated with the services specified herein, to include but shall not be limited to, all labor, supervision, employee payroll and benefits, work uniforms, worker identification badges, tools, equipment, parts, delivery/transport, transportation, loading and unloading, repairs and maintenance of equipment, warehousing, storage and repair facilities, royalties for patents, patented articles, appliances, processes, compositions, combinations, means, and thing, and all other supplies and/or services necessary for and reasonably incidental to furnishing the product(s) and/or service(s) described herein, whether or not directly mentioned herein such as small details, which may normally not be mentioned.

C. All debris, rubbish, scrap, etc., resulting from the operations under this contract shall be immediately removed from the site. No such material shall be stored or permitted to accumulate on the site. If the Contractor fails to remove excess debris promptly upon notification, the City reserves the right to cause the same to be removed from the site at the expense of the Contractor.

D. Contractors shall not park or otherwise obstruct traffic during peak periods (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM) or park on any sidewalk or plaza in a manner that obstructs pedestrian traffic at any time.

DS2. DETAILED SPECIFICATIONS:

A. Fountains and irrigation systems are located within Downtown Baltimore and surrounding area. The location of each is provided in the table below.

B. During the period of March 15 and March 31 of each year, inspect and prepare each fountain and irrigation system for routine operations

C. During the period April 1 –September 30, perform the following services on a daily basis:

- i. Verify that each fountain and irrigation system is operating properly
- ii. Clean pump intake screens on the fountain floor, if blocked.
- iii. Remove any trash, debris or other foreign objects from the fountain and around irrigation systems.

D. During the period April 1 – September 30, perform the following services on a monthly basis

- i. Drain and clean the fountains and irrigation systems of any algae, grime, etc.
- ii. Add chemical agents for algae control, etc.
- iii. Grease motors and fittings
- iv. Test water quality and verify PH and ORP are within proper operating levels

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

E. By October 15 of each year, inspect, winterize and turn off each fountain and irrigation system.

F. As necessary, repair any parts, light bulbs, minor vandalism (including graffiti removal). (Pay basis shall be labor, parts and markup). All necessary repairs should be brought and replace any light bulb. All necessary repairs should be brought to the attention of project manager within 24 hours of discovery for review/approval of work to be performed.

G. Fountains and Locations:

NAME OF FOUNTAIN	LOCATION	FOUNTAIN SYSTEM	DESCRIPTION OF FOUNTAIN SYSTEMS
Katyn	President & Aliceanna St.	Auto Functional	Main pump; circulator pump; sand filter; sump pump; electrical.
Merrick	NW/C Pratt & Charles St.	Auto Functional	Main pump; circulator pump; sand filter; sump pump; electrical.
Hopkins Plaza	Baltimore & Charles St.	Manual Functional Auto	7 pumps; 7 filters; circulator pump with sand filter; sump pumps; electrical.
Mt. Vernon East Park	Mt. Vernon & St. Paul St.	Manual Functional Auto	Main pump; circulator pump; sand filter; sump pump; electrical.
Mt. Vernon South Park	Charles & Centre St.	Manual Functional Auto	Main pump; circulator pump, electrical
Mt. Vernon West Park	Mt. Vernon & Maryland Ave.	Manual Functional 24 hours	Free flowing
McKeldin	Pratt & Light St.	Manual Functional Auto	Compressor with several nozzles that converts water to fog, also is equipped with light show.
Court House Plaza	Fayette & St. Paul St.	Manual Functional Auto	Pump; circulator pump, electrical
The Alameda Place	The Alameda & E 36 th St.	Manual Functional City Water / Broken	Free flowing
Sondheim Fountain	Inner Harbor West Shore Park	Auto Functional	Main pump; sand filter, circulator pump; Sump pumps; chlorinator; electrical
City Hall Fountain	City Hall Plaza, 100 Holiday Street	Auto Functional	6 Pumps; non-circulator pump; wire cage filter; sump pump, Electric.
Center Plaza	100 N. Charles St.	Auto Functional	7 spillways, recirculating system w/sand filter in ground vault
Preston Gardens North	300 Blk. Lower St. Paul St.	Auto Functional	1 submersal pumps that has to be manually filled with water
Preston Gardens South	300 Blk. Lower St. Paul St.	Auto Functional	1 submersal pump that has to be manually filled with water

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

H. Irrigation Systems and Location:

NAME OF IRRIGATION SYSTEM	LOCATION	IRRIGATION SYSTEM	DESCRIPTION OF IRRIGATION SYSTEMS
West Shore Park	401 Light Street	Auto Functional	24-volt solenoid valves – timer controlled.
Visitor Center	401 Light Street	Auto Functional	24-volt solenoid valves – timer controlled.
Schaefer Memorial	at The Gallery	Auto Functional	24-volt solenoid valves – timer controlled.
Area 10	between Aquarium and Pratt Pavilion	Auto Functional	24-volt solenoid valves – timer controlled.
Pier 5	Eastern Ave.	Auto Functional	24-volt solenoid valves – timer controlled.
McCormick and Schmick's	711 Eastern Ave.	Auto Functional	24-volt solenoid valves – timer controlled.
Fleet Street Triangle	Fleet & President St.	Auto Functional	24-volt solenoid valves – timer controlled.
Katyn Memorial Park	Aliceanna & President St.	Auto Functional	24-volt solenoid valves – timer controlled.
Lancaster Street Promenade	Lancaster St	Auto Functional	24-volt solenoid valves – timer controlled.
Center Plaza	100 N. Charles St.	Auto Functional	24-volt solenoid valves – timer controlled
Hopkins Plaza	Baltimore & Charles	Auto Functional	24-volt solenoid valves – timer controlled
Pratt Street	between Charles and Light Streets	Manual Function	in ground key valve.
Preston Gardens	300 Blk. St. Paul St.	Auto Functional	24-volt solenoid valves – timer controlled
Rash Field	201 Key Highway	*Brand New*	Needs water supply, previously came from supply near Science Center but new supply lines need to be connected

DS3. CONTRACT FIELD SUPERVISOR: Following contract award, the Department of Transportation will appoint a representative to oversee the project.

DS4. DAMAGE TO EXISTING STRUCTURES: Any damage to existing structures, such as, but not limited to, fences, gates, road paving, etc., resulting from the contractor's operations and/or carelessness, and any/all necessary repairs thereof, shall be the full responsibility of the contractor at his/her sole expense.

DS5. IDENTIFICATION BADGE: Each employee shall have and display a clip-on picture identification badge at all times while working in the city facility under this contract.

DS6. WORK OUTSIDE THE SCOPE OF CONTRACT:

A. If at any time, the City and/or contractor determines that additional related work is required which is directly related to but beyond the original scope of this contract, the contractor shall submit a detailed description of the extra work and a not-to-exceed cost estimate based on its usual and customary rates to the agency project/field supervisor, and obtain written authorization to proceed from the agency project/field supervisor and the City Purchasing Agent.

B. The additional work must be related to the original project and be justified as being in the best interest of the City to be added by change order or supplemental agreement without the benefit of competitive sealed bidding.

DS7. EXISTING CONDITIONS: Existing site conditions and/or new work disturbed or damaged by the contractor or subcontractors shall be neatly patched, repaired, and/or replaced to match the pre-existing surrounding site conditions to the satisfaction of the Facility or Project Manager, at no additional cost to the City. The contractor shall keep the work area neat and clean at all times so as to avoid an unsafe condition.

DS8. BIDDER RESPONSE: Each Bidder shall provide, prepare, assemble and submit all of the forms and/or information stated and required in all of Section B including the MBE/WBE forms.

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 AND SUBMISSION:

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'.

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 #: B50006345
Solicitation Name: Maintenance, Repair and Parts for Fountains and Irrigation Systems

**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. Signed and properly completed Addendum (as applicable)
 - f. 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 2022 is **\$12.59 per hour**, beginning **July 1, 2021**. The current rate is **\$12.36 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: wage.payrolls@baltimorecity.gov

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

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;
- (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

Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

AFFIDAVIT VIII

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; has had an adequate opportunity to ask questions; has visited the City’s facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents.

AFFIDAVIT IX

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

AFFIDAVIT X

This is to certify that the Bidder/Offeror and/or any person in their behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

AFFIDAVIT XI

This is to certify that the Bidder/Offeror and/or any person attributed to the Bidder/Offeror such as an officer, director or partner, complies fully with Election Article §14-104, *et seq.* which requires disclosure of contributions by Persons Doing Public Business.

(Affix Corporate
Seal Here)

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

Title

Witness Name (Typed or Printed)

Witness Signature (Sign in blue ink only.) Date

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.

ITEM I FOUNTAINS ROUTINE MAINTENANCE: Includes all labor and incidentals for performance of contract, (see Detailed Specifications)

NAME OF FOUNTAIN	MONTHLY FEE	TOTAL FEE (Monthly fee x 7)
Katyn President & Alliceanna	\$ /mo.	\$
Merrick N/W/C Pratt & Charles	\$ /mo.	\$
Hopkins Plaza Baltimore & Charles Sts	\$ /mo.	\$
Mt. Vernon East Park Mt. Vernon & St. Paul	\$ /mo.	\$
Mt. Vernon South Park Charles & Centre Sts.	\$ /mo.	\$
Mt. Vernon West Park Mt. Vernon Pl & Maryland Ave	\$ /mo.	\$
McKeldin Pratt & Light Sts.	\$ /mo.	\$
Court House Plaza Fayette & St. Paul	\$ /mo.	\$

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

The Alameda Place The Alameda & 36th St.	\$ /mo.	\$
Sondheim Fountain Inner Harbor West	\$ /mo.	\$
City Hall Fountain City Hall Plaza	\$ /mo.	\$
Center Plaza 100 N. Charles St.	\$ /mo.	\$
Preston Gardens North 300 Blk. Lower St. Paul St.	\$ /mo.	\$
Preston Gardens South 300 Blk. Lower St. Paul St.	\$ /mo.	\$
TOTAL ITEM #1		\$

ITEM II IRRIGATION SYSTEMS ROUTINE MAINTENANCE: Includes all labor and incidentals for performance of contract, (see Detailed Specifications)

NAME OF IRRIGATION SYSTEMS	MONTHLY FEE	TOTAL FEE (Monthly fee x 7)
West Shore Park 401 Light Street	\$ /mo.	\$
Visitor Center 401 Light Street	\$ /mo.	\$
Schaefer Memorial at The Gallery	\$ /mo.	\$
Area 10 between Aquarium and Pratt Pavilion	\$ /mo.	\$
Pier 5 Eastern Ave.	\$ /mo.	\$
McCormick and Schmicks 711 Eastern Ave.	\$ /mo.	\$
Fleet Street Triangle Fleet & President St.	\$ /mo.	\$
Katyn / President Street Aliceanna & President St.	\$ /mo.	\$
Lancaster Street Promenade Lancaster St	\$ /mo.	\$
Center Plaza 100 N. Charles St.	\$ /mo.	\$

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

Hopkins Plaza Baltimore & Charles	\$ /mo.	\$
Pratt Street between Charles and Light Streets	\$ /mo.	\$
Preston Gardens 300 Blk. St. Paul St.	\$ /mo.	\$
Rash Field 201 Key Highway	\$ /mo.	\$
TOTAL ITEM #II		\$

ITEM III NON ROUTINE MAINTENANCE/REPAIRS: – PARTS, MATERIAL, EQUIPMENT RENTAL AND LABOR (The City will decide when to use this option)
This is based on time and material method. Time tickets for labor, original receipts for equipment rental and material invoiced shall be submitted. Receipts must be furnished to the Project Supervisor before payment can be authorized.

A PARTS/ MATERIALS

i. Estimated Cost = \$20,000.00
 ii. Contractor's _____% MARK UP = \$ _____
 TOTAL (i + ii) \$ _____

B EQUIPMENT RENTAL

i. Estimated Cost = \$20,000.00
 ii. Contractor's _____% MARK UP = \$ _____
 TOTAL (i + ii) \$ _____

C LABOR NORMAL HOURS : (Weekdays 7:00 AM to 5:00 PM)

i. Skilled @ \$ _____ per hour X 300 hrs = \$ _____
 ii. Un-skilled @ \$ _____ per hour X 500 hrs = \$ _____
 TOTAL B (i +ii) \$ _____

D LABOR AFTER HOURS : (Weekdays 5:00 PM to 7:00 AM, Weekends and Holidays)

i. Skilled @ \$ _____ per hour X 100 hrs = \$ _____
 ii. Un-skilled @ \$ _____ per hour X 200 hrs = \$ _____
 TOTAL B (i +ii) \$ _____

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

E LABOR EMERGENCY:

i. Skilled @ \$_____ per hour X 100 hrs = \$_____

ii. Unskilled @ \$_____ per hour X 200 hrs = \$_____

TOTAL C (i +ii) \$_____

TOTAL III (A+B+C+D+E): \$_____

TOTAL BID PRICE: SUM OF ITEMS I THROUGH III: \$_____*

TERM: NET 30 DAYS

F.O.B.: DESTINATION

*BASIS OF AWARD: THIS CONTRACT SHALL BE AWARDED TO THE LOW QUALIFIED, RESPONSIVE AND RESPONSIBLE BIDDER OR BIDDERS BASED ON THE TOTAL BID PRICE

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021

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 General Conditions of Contract

TERM: NET 30 DAYS

F.O.B.: DESTINATION

Payment Discount Offered (check below):

2% - 20 Days, Net 30

(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

B50006345 – Maintenance, Repair and Parts for Fountains and Irrigation Systems –
Due: 10/20/2021



**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

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN’S BUSINESS PROGRAM**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The Overall MBE goal is10% The WBE goal is10%

If MBE Sub-Goals Apply:

- African American.....N/A%
- Asian American.....N/A%
- Hispanic American.....N/A%
- Native American..... N/A %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Minority and Women’s Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101, City Hall
100 N. Holliday Street
Baltimore, MD 21202
(410)396-4355

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at: www.baltimorecity.gov/Government/Citychartercodes.aspx or at the Minority and Women’s Business Opportunity Office.

1. BID REQUIREMENTS

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents **WITH THE BID**:

Part B: Statement of Intent Form(s) – to be signed by Bidder and MBE or WBE

Part C: Statement of Self-Performance – if applicable, to be signed by Bidder

Part D: MBE/WBE Participation Affidavit – to be completed and signed by Bidder

Part E: MBE/WBE Participation Waiver Request– to be completed and submitted by Bidder if unable to meet the participation goals

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE’s

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (Art. 5, §28-31(b) and §28-35))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** (Art 5, §28-31(d)).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise. (Art. 5, §28-32)

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. (Art. 5, §28-33)

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** (Art. 5, §28-37)

Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent (Art. 5, §28-38)

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. (Art. 5, §28-41)

4. **WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. (Art. 5, §28-62)

5. **SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. (Art. 5, §28-63(a))

6. **CONTRACT REQUIREMENTS**

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. (Art. 5, §28-48 (e))

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

<p>PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT</p>
--

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID
(Make additional copies of this form as needed)

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a and 3f

Name of Prime Contractor: _____

Name of MBE or WBE (*circle one*): _____

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ _____ (*If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.*)

Subcontract percentage of total contract: _____ % (*This is not considered material information for lump sum contracts.*)

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (**REQUIRED**) Date

Signature of MBE or WBE (**REQUIRED**) Date

CHANGES TO INFORMATION ON THIS FORM THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

PART C: STATEMENT OF INTENT TO SELF-PERFORM

**PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM,
WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.**

Name of Prime Contractor: _____

Self-Performance to be counted toward the MBE _____ or WBE _____ goal (*Check One*)

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Materials/Supplies to be furnished by the Prime Contractor:

**Total Dollar Amount of Work/Services to be
Self-Performed by the Prime Contractor on this Contract: \$** _____

**Total Dollar Amount of Self-Performed Work
to be counted toward the MBE or WBE Goal:**
(May count up to 50% of the total dollar amount of self-performed work): \$ _____

If this is a Requirements Contract, you may omit the Dollar Amount; however, the Percentage must be included.

**Total Percentage of Total Contract to be
Self-Performed by Prime Contractor on this Contract:** _____ %

**Percentage of Self-Performed Work
to be counted toward the MBE or WBE Goal:**
(May count up to 50% of the total percentage of self-performed work): _____ %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (**REQUIRED**)

Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of **10%** and the WBE goal of **10%** for this contract. Contractor has achieved the following participation:

MBE-\$_____ or _____% and WBE-\$_____ or _____%

of the total contract amount which is \$_____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

_____ Contractor Company Name	_____ Signature
_____ Address	_____ Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____
Address _____
Contracting Agency: _____
Contract (Project) Number and Title: _____
Bid Due Date: _____

Goals on this contract.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have achieved.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I am requesting a waiver of.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have contacted MWBOO for assistance: _____Yes _____No (*Check One*)
Number of MBE firms contacted: _____ (*Attach a list of names.*)
Number of WBE firms contacted: _____ (*Attach a list of names.*)

Explain why waiver is being requested:
Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:
(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

Signature of Authorized Company Representative

Date

PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

 Prime Contractor's Signature

 Date