

CITY OF BALTIMORE
CATHERINE E. PUGH
Mayor

DEPARTMENT OF GENERAL SERVICES

STEVE SHARKEY
Director

PROJECT NO. 1278
ELEVATOR INSPECTION, REPAIR,
AND MAINTENANCE

Bambi Stevens
Chief

Design and Construction Division/Major Projects

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DEFINITIONS

1. For purposes of this solicitation the following words have the meaning as defined:
 - a) **Building Manager** – Person designated at each elevator location who is responsible for operation of the building.
 - b) **Contractor's Representative** - Person with the authority to represent the Contractor in all decisions necessary to complete this Contract.
 - c) **Emergency/Urgent Repairs**- Emergency/Urgent repairs are defined as unscheduled work which requires immediate action to restore equipment or system operations, to correct mechanical problems that will cause imminent interruption of operations or will cause damage to operating equipment.
 - d) **Maintenance** – Maintenance is defined as periodically scheduled work to provide systematic checking, adjustment, cleaning, and routine services as recommended by the equipment manufacturer.
 - e) **Project Engineer** – Person designated to represent the City of Baltimore and DGS in all matters relative to this contract.
 - f) **RFP** - Request for Proposals

GENERAL STATEMENTS

1. The City of Baltimore Department of General Services (DGS) is responsible for the maintenance of 76 elevators at various locations. It is DGS' intention to award a contract to two (2) separate firms and assign an equal number of elevators to each firm. Elevators have been separated into two (2) groups, with each elevator and location specified herein.
2. DGS' Consultant has provided assessments of each elevator in our portfolio. This list includes elevators currently in need of repair and maintenance, and elevators which are currently or are scheduled to undergo modernizations. Elevators currently being modernized are listed for eventual maintenance purposes only, repairs are not required.
3. Due to the number of elevators involved, it will not be possible to provide site visits to these locations. All repair pricing must be based on the information contained in the assessments. Any additional work not listed in the assessments will be performed as time plus materials after agreement with the Project Engineer and City's consultant that the additional work is necessary.
4. The Consultant's assessments are provided as part of these proposal documents. DGS is requesting prices to repair elevators listed in each package based on these assessments. Contractor shall provide a price for monthly ongoing maintenance for the duration of the agreement term once repairs or modernizations listed have been completed.
5. A list of elevators including type (traction, hydraulic, dumbwaiter, and drum), manufacturer, model, number of stops, location, and other relevant information are included in these documents.
6. It is the City's intention to develop a repair schedule to resolve all repairs first, then develop a maintenance schedule for consistent monthly maintenance, allowing each Building Manager to be prepared for any necessary maintenance activities.

7. Maintenance should be performed monthly on all elevators prior to and after the initial repairs have been made, except those currently and actively undergoing modernization.

PRE-PROPOSAL MEETING

All interested parties are encouraged to attend the pre-proposal meeting to be held on Tuesday December 5, 2017 at 9:30 AM in the Abel Wolman Municipal Building, 200 Holliday St., Baltimore, Maryland, Room 204 Conference Room.

PROCEDURES FOR SUBMITTING PROPOSALS

1. All submissions must adhere to the terms set forth in the RFP.
2. Contractors have full responsibility to ensure the Proposal arrives to the City prior to the deadline established in this RFP. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of the Proposal by the date due.
3. Contractor(s) are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Contractor(s) must provide information in the proper areas throughout the RFP.
4. Sealed Proposals, in duplicate, addressed to the Board of Estimates of the Mayor and City Council of Baltimore and marked for Project 1278 – Elevator Inspection, Repair, and Maintenance, will be received at the Office of the Comptroller, Room 204, City Hall, Baltimore, Maryland until 11:00 A.M. on Tuesday, **January 9, 2018**. Positively no proposals will be received after 12:00 Noon.
5. Contractor(s) shall submit an original plus five (5) copies of the Proposal in three (3) ring binders. The disk containing the Assessments does not need to be submitted.
6. The City's opening of the Contractor's package(s) containing a Proposal shall neither deem nor constitute acceptance by the City of the Contractor's Proposal.

REQUIRED CONTENT OF THE PROPOSAL

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you acknowledge that if your Proposal is accepted, your Proposal and related materials may become part of the Contract.

MINIMUM QUALIFICATIONS

CONTRACTOR MINIMUM QUALIFICATIONS

1. The Contractor must provide proof with their proposal that the Minimum Qualifications have been met. The minimum qualifications for award for this solicitation are as follows:
 - a) The Contractor shall demonstrate in their proposals that they possess the technical ability, shop equipment, and the organization/staffing required for repair and maintaining elevators of the types and quantities covered by this RFP.
 - b) The Contractor's proposal shall include documentation verifying they have at least five (5) years of continuous experience immediately prior to this solicitation in the maintenance and servicing of

elevator equipment of types required by these specifications. The experience must have been within the past five (5) years.

- c) The Contractor shall submit with their proposal, references substantiating these qualifications on the enclosed Company Profile attachment. A minimum of three (3) references and no more than five (5) are required. In order to expedite the award process, it is very important for proposals to contain the references as requested. Each reference must include:

- 1) Name and complete address of business or company
- 2) Name of the contact person including email address and current phone number
- 3) Term and length of each contract
- 4) Type of services provided
- 5) Names of supervisory personnel who performed under the contract, specifying the length and type of experience of each such personnel
- 6) Contract value

2. DGS reserves the right to request additional references or utilize references not provided by a Contractor.

STAFFING REQUIREMENTS

1. Resumes of the personnel who will be performing the work on the equipment must be submitted with the proposal. These resumes must reflect at least five (5) years' experience in the elevator trade with elevators equal or comparable to those listed in these specifications. Each reference must include:
 - a) Name of employee
 - b) Years of employment with current firm
 - c) Experience with types of elevators (hydraulic, traction, drum)
 - d) Make, type, and operation of the elevators serviced
 - e) Areas of special skills

RESOURCES

Machine Shop

On the form provided in this document, the Contractor must provide contact information of a machine shop which is supportive of their preventive maintenance and repair operations and that this facility is operated by the Contractor's employees or subcontractor on a 24 hour basis if necessary.

Materials Inventory - Vehicles

The Contractor shall maintain a supply of contacts, fuses, coils, timers, leads, lubricants, generator brushes, wiping cloths, and other minor parts in their vehicles for the performance of routine preventive maintenance. New parts shall be used for repairs of equipment unless otherwise approved by the Project Engineer in writing. The cost for parts that are needed for repairs and any replacement parts are the sole responsibility of the contractor.

Spare Part Inventory

1. The contractor shall maintain a supply of replacement parts in their warehouse inventory. This inventory shall include, but is not limited to, door operator motors, hydraulic oil, brake magnets, motor

brushed, guide shoes and liners, controller switch contacts, selector switch contacts, solid state components, door guides and hangers, rollers and hoist ways limit switches.

2. All replacement parts and materials shall be specifically designed for the elevator on which they are to be used. The Contractor shall provide, at no additional cost to DGS, replacement parts from the original manufacturer of the elevator system or supplies of such original manufacturer's parts. Substitute parts may be utilized only upon receipt of written approval from the Project Engineer or their designee.

GENERAL CONDITIONS

1. Ability to meet the foregoing experience requirements, and the adequacy of the information submitted, shall be considered by the Interview Team in determining the responsibility of the Contractor.
2. Unless otherwise directed, the Contractor shall furnish and install all parts for initial Repairs, Maintenance, and Emergency/Urgent Repairs in accordance with the specifications herein. The Contractor shall provide replacement parts from the original manufacturers or substitute parts approved by the original manufacturers.
3. As an absolute minimum, Contractor agrees to have no less than two (2) journeyman level mechanics and one (1) helper available for deployment as needed to repair DGS elevators. This minimum requirement in no way reduces the obligation of the Contractor to provide 100% complete maintenance. If additional personnel are required to properly maintain the equipment, the Contractor will provide those personnel at no additional cost to the City.
4. All personnel except unskilled laborers assigned to this contract throughout the term must meet the minimum qualifications of at least five (5) years' experience. The experience must have been within the past five (5) years.
5. All employees of Contractor who are assigned to the City's building(s) shall be bonded. Contractor shall furnish the City, within ten (10) days after execution of Contract, a certificate of a Commercial Blanket Bond indemnifying the City against any injury, loss, or damage caused by Contractor's employees up to a maximum of \$50,000 per occurrence.
6. On request as the contract progresses, the Contractor shall provide to the Project Engineer or their designee, an updated listing of personnel who will be performing the work covered by this agreement.
7. Five working days following the Notice to Proceed for this contract, the Contractor shall submit an organizational chart to the Project Engineer. The chart shall clearly identify each position in the contractor's organization, beginning with the highest local position in their chain of command and list in descending order their subordinate positions that will, or may manage or supervise the contractor's employees during the term of this contract. The Contractor's organizational chart shall be maintained current at all times during the full term of this contract. The Contractor shall notify DGS, specifying any changes in writing.
 - a. For each position given, a telephone number shall be provided to the Project Engineer so they may reach that person during normal working hours. At least one (1) emergency telephone number must be provided where the contractor or representative can be reached on a seven (7) day a week, twenty-four (24) hour basis, including holidays.

- b. The Contractor's organizational chart shall be updated when applicable during the full term of this contract. Should a change occur during this contract period, the contractor shall notify DGS, specifying any changes in writing.
8. City and the Contractor's will develop a schedule for monthly elevator maintenance. The purpose of this schedule is to provide each Building Manager with a specific day of the month during which they can anticipate maintenance to occur and notify tenants accordingly of any possible disruption due to maintenance efforts.
9. All response times listed in these contract documents are applicable twenty-four (24) hours per day, seven (7) days of the week.
10. In the event of equipment failure, or imminent failure or damage, on-site response by the qualified Contractor shall be made within one (1) hour after the Contractor has been given notification of the emergency/urgent situation. Service response shall be sufficient to restore the equipment or system to a fully or temporary operational status at no additional cost to the City. If temporary measures are taken to restore operation, then permanent repair service shall be completed within five (5) working days.
11. Emergency/urgent repairs shall be rendered within one (1) hour from the time a call is placed for emergency/urgent service. If someone is trapped in an elevator, the emergency service shall be rendered within thirty (30) minutes.
12. Emergency/urgent repairs service shall be available twenty-four hours of the day, every day and week of the year throughout the contract term. Contractor must submit a phone number with 24 hour availability in their proposal.
13. Failure of the Contractor to provide emergency/urgent service within DGS' time frames may be cause to consider the Contractor in default of the contract by the Project Engineer
14. The Contractor's Representative must be available to consult with the Project Engineer at a time, place, or method deemed appropriate by the Project Engineer at no additional costs.
15. The Contractor will maintain and retain all records and documents relating to the performance of the contract for a period of three years after completion of the contractual services and will make such records available for audit and inspection by authorized City representatives.
16. The number of elevators to be maintained may increase or decrease over the duration of this contract. Any increase in elevators will be added to the existing agreements as is reasonable. Additional elevators will be maintained by the assigned Contractor at the rate agreed based on the type of elevator.
17. It shall be the responsibility of the contractor to keep a log sheet in the elevator machine room showing lubrication, preventive maintenance and repairs. The log sheet must have the date and type of service performed, and the name of the mechanic who performed the task.
18. Contractor may not refuse to perform any work within reason that is necessary to restore an elevator back to operational condition.
19. The Contractors shall be responsible for expenses (parking, mileage, travel time, etc.) or overtime required to keep the equipment in operation. These costs must be included in the repair and maintenance costs of the proposal and shall not be invoiced separately.

20. The Contractor shall have the written approval of the Project Engineer and the assigned Building Manager before any alterations or modifications are made to any elevators. All modifications and alterations to the equipment shall be added to the drawings by the Contractor and drawings will be kept current at all times.
21. The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removing all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust, or accumulated debris, or the undue interference with the convenience, sanitation or routine of DGS and to prevent the loss of, or damage to the property of DGS and/or its employees. The
22. The Contractor shall constantly guard against unsafe conditions when rendering a service to the facilities and shall save harmless the City of Baltimore including the Department of General Services from any litigation arising from any injury resulting from the Contractor's work or negligence on the part of their service personnel in the performance of their duties at this center.
23. The Contractor shall also provide maintenance reports, parts, and repairs to comply with any violations of the Governing Agencies and recommendations of casualty companies on due notice from DGS. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts other and different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.
24. It is anticipated that the Contractor will perform all repairs and ongoing maintenance services in accordance with these provisions. Should the Contractor fail to perform any task required in these specifications or performs any task below the standards as required in these specifications, the Project Engineer will provide written notification to the Contractor of their failure to perform. Three notifications in a rolling month may be cause to remove some or all elevators from the Contract.

WORKING HOURS

1. Regular service work which does not interfere with the elevator operation, including unlimited call-back service, shall be performed Monday through Friday after 7:30 a.m. to 5:00 p.m. on all regular working days observed by the City of Baltimore (hereinafter called Regular Working Hours).
2. Any callbacks, (evenings, weekends, and/or holidays) and emergency/urgent repairs, which necessitate a requirement for overtime, shall be the responsibility of the Contractor and no charge to DGS.
3. Removal of elevators from service shall be coordinated with and approved by the Project Engineer or Building Manager. To the extent possible all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building operation.
4. All shutdowns will require the assigned Building Manager's advance approval. Work will be scheduled around the peak usage hours of 8:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 4:00 p.m. to 5:00 p.m.
5. No elevator will be taken out of service during the normal business day without prior notification to and approval of the Project Engineer (except in emergencies). Emergency/urgent circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as

judged by the Contractor's employees. No more than one elevator in the building will be out of service for scheduled maintenance at any given time.

ACCEPTANCE OF THE ELEVATORS/EQUIPMENT

1. The Contractor shall accept the equipment listed in this Request for Proposals, performing maintenance and repairs to, and replacement of parts for said equipment at their cost. This includes replacement of any/all hoist ropes as deemed necessary by DGS Project Engineer.
2. Once repairs are completed, no additional relief shall be made to the Contractor for failure to anticipate breakdowns or repair and maintenance needs of existing equipment. The Contractor shall be expected to repair, replace or restore equipment/components or assemblies of components as necessary to ensure the elevators function satisfactory and in complete compliance with all Federal, State, Local and Industry Code regulatory requirements. Any necessary engineering, special fabrication or other related activities necessary to accomplish the repair replacement or restoration are to be performed at no additional expense to the City.
3. Preventive maintenance must comply with manufacturer's recommendations.

SECURITY REQUIREMENTS

Employee Identification

1. All security requirements established by the using agency for its facility shall become a part of these specifications. It shall be the contractor's responsibility to comply with any special security provisions established.
2. DGS requires all personnel employed by this contract to sign-in and sign-out on the specified contractor's logbook at each facility.
 - a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on City premises. Upon request of authorized City personnel, each such employee or agent shall provide additional photo identification.
 - b) At all times at any facility, the Contractor's personnel shall cooperate with City site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.
3. Prior to performing any work at a Police Department location, a background check must be scheduled with and provided by the Baltimore City Police Dept. Employees are required to have this badge displayed on their person at all times while in the building. Contractor must make arrangements with the Baltimore City Police Dept. to acquire these necessary ID's. The Police Department will issue Police Contractor ID's.

EQUIPMENT BREAKDOWNS AND SHUTDOWNS

1. Breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, electrical or mechanical adjustments, will not keep the elevator out of service longer than one (1) day (24 hours).
2. Under no circumstances shall equipment or system failure that results in loss of service exceed three (3) business days. This includes the locating of the trouble, procurement of parts, the installation of

these parts and the placing of the elevator back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period unless specifically agreed to in writing by both parties due to proof of parts availability. The Project Engineer is authorized to consider exceptions, but they are not required to accept exceptions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and the Contractor may be considered in default, giving sufficient justification to the Project Engineer to obtain these services from the 2nd Contractor awarded this Contract.

ADDITIONAL WORK REQUIRED

Additional work not herein specified may become necessary due to changes in governing regulations, new interpretations of existing regulations or other reasons beyond both DGS' and the Contractor's control. Should this occur, DGS might instruct the Contractor in writing to perform the additional work, the costs of which shall be negotiated and agreed upon by both parties. If so instructed, the Contractor will perform the additional work and modify their invoices accordingly, or invoice for the work separately if so instructed.

HOURLY RATES

The Contractor shall submit an hourly rate on the form provided in the Proposal documents for services outside of routine repair and maintenance service. This price shall include hourly rates for a mechanic and helper/apprentice for straight time, time and a half, and double time. This standby service shall be performed when requested by the Project Engineer, assigned Building Manager, or designee.

INSURANCE

INSURANCE. The Offeror/Contractor shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof, unless otherwise indicated:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE**, at limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include Contractor's liability insurance.
2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** If automobiles are used under this contract at a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall apply to any owned, non-owned, or hired vehicle used in the performance of this contract.
3. **WORKERS COMPENSATION INSURANCE.** As required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
4. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insureds as respects to liability arising out of activities performed by and/or on behalf of the Offeror/Contractor in connection with this contract.
5. The Offeror's/Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

6. To the extent of the Offeror's/Contractor's negligence, the Offeror's/Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Offeror's insurance or benefit the Offeror in any way.
7. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City, per Annotated Code of Maryland 27-603 thru 605. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
8. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII and must be licensed/approved to do business in the State of Maryland.
9. The Offeror/Contractor shall furnish the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.
10. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Offeror/Contractor under any provision of this Contract.

BUILDERS RISK

The Contractor shall have and maintain during the life of the Contract/Agreement "All Risk Builders' Risk", insurance including theft, vandalism windstorm and hail, flood and quake at a limit of not less than 100% of the full complete value of structure'(s)/work associated with this project. This insurance shall protect the City, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, theft, vandalism and malicious mischief. All Risk insurance may not contain exclusions relating to flood, earthquake, mysterious disappearance, hail and terrorism.

If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable. If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

Commercial Umbrella/Excess Liability

The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence, \$5,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

SCOPE OF WORK

GENERAL

1. The work to be performed by the Contractor under this specification shall be to provide qualified **JOURNEY LEVEL** elevator mechanics assigned to the job site in sufficient quantity and for a sufficient time period to repair elevators as listed in the assessments and to maintain each elevator once per month to assure continuous proper operation of the elevators.
2. Emergency/urgent repair service shall be available twenty-four hours of the day, every day and week of the year throughout the contract term.
3. Contractor shall provide time tickets signed by the Owner's representative at the completion of each monthly examination or any repair which must include date, equipment identification, time of arrival, time of departure, reason for the visit, action taken and name of qualified serviceman. A copy of ticket shall be left with the City's representative at the site. Contractor agrees that this ticket is provided for the sole convenience of the City. The City's representatives do not undertake to approve or to certify as to the correctness, adequacy or performance of any work. Ticket only provides proof of Contractor's physical presence at the site at the time the City's representative signs the ticket.
4. Contractor shall thoroughly clean all equipment as part of the initial repairs and at regular monthly intervals thereafter to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond their reasonable control or as a result of improper janitorial or building maintenance functions.)
5. Upon completion of the initial repairs, the Contractor shall assume total responsibility of the equipment as directed by these specifications and/or in compliance with the Department of Labor and Industry Licensing and Regulations for Elevator, Dumbwaiter and the Manufacturers Recommendations.

PERFORMANCE REQUIREMENTS

1. Contractor agrees to maintain during the term of the contract or any extension thereof the performance requirements as outlined by the equipment manufacturer and/or industry standards for the respective elevators identified therein. For purposes hereof, performance requirements are set forth and defined as follows:
 - a) Floor-to floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open, per schedule (1/2 open for side-opening doors).
 - b) Door opening times are measured from start of car door open until doors are fully open (per schedule).
 - c) Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown (per schedule) or those permitted by code.
 - d) Stopping accuracy shall be measured under all load conditions and be maintained per above schedule.
 - e) Variance from rated speed, regardless of load, shall not exceed $\pm 10\%$, except 20% no load to full load is acceptable for the hydraulic elevators.

2. Shutdowns for emergency/urgent minor adjustment callbacks shall be minimized. Verifiable shutdown frequency shall average no more than one per unit per quarter (not including shutdowns due to vandalism or misuse of the equipment), based on the previous 90 days' data.
3. For groups of 3 or more elevators, the Contractor shall check and adjust on a bi-annual basis, the dispatching system and make necessary tests to ensure all circuits and time settings are properly adjusted. Adjustments shall be completed to provide optimum service and minimize user response time. If required, work shall be completed on overtime, but at no additional cost to owner.

TECHNICAL STANDARDS

The item(s), material(s), or appliance(s) required by this solicitation shall conform to the latest ASME A17.1 and ASME/ANSI A17.2 standards and applicable Authority Having Jurisdiction (AHJ) requirements.

NOISE AND VIBRATION CONTROL

1. Elevator equipment shall be maintained and adjusted to meet the performance requirements specified herein within the following parameters with tests performed in accordance with Vibration Measurements as defined in NEII Vertical Transportation Standards, 7th Edition:
 - a) Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 25 mg peak to peak in the 1 to 10 Hz range.
 - b) Acceleration and deceleration shall be constant and not exceed 5 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - c) Sustained jerk shall not exceed 8 feet/second/second squared.
 - d) Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBa under any condition including car exhaust blower on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBa. There shall be no discernible sound in the elevator car from the machines, ropes, sheaves, pump unit, SCR units or car roller guides.
2. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation, and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

SERVICE RECORDS

1. Upon completion of any work, service personnel shall return to the Main Lobby, complete the Inspection Log, and have it verified by the assigned Building Manager. It shall be the responsibility of the Contractor's service personnel to either log in and out, where directed by DGS representative, each time he/she visits the site for a routine or demand service check. An itemized ticket indicating the work accomplished shall be left with the Maintenance Supervisor after each visit. The itemized ticket must be detailed of what work was accomplished and signed by the Maintenance Chief.
 - a. One (1) copy will be kept as a part of the elevator log at the location of the equipment.
 - b. One (1) copy will be retained by the contractor.

- c. One (1) copy of each service ticket for each building shall be left with the Maintenance Chief after each visit.
- d. One (1) copy of each service ticket for each agency will be mailed with the monthly invoice.

PART I – INITIAL REPAIRS

1. Part I consists of repairs necessary to bring the list of elevators up to a standard/level, including updating delinquent Annual and Five (5) Year tests, where routine maintenance can be continued,. The RFP contains two (2) lists of elevators. This RFP includes assessments of each elevator including any repairs needed prior to ongoing maintenance.
2. Initial repairs are intended to be completed at the beginning of the agreement, during the first 120 days, based on priority levels listed. Level 1 is the most urgent, Level 2 is the 2nd most urgent, and Level 3 is the 3rd most urgent locations. These determinations have been made based on the type of facility, number of elevators at the facility, and level of repairs needed to assure continuous us of the elevators at the facility.
 - a) Priority 1 repairs should be completed during the first 30 days of the agreement once Notice to Proceed has been issued.
 - b) Priority 2 repairs should be completed during the first 75 days of the agreement once Notice to Proceed has been issued.
 - c) Priority 3 repairs should be completed during the first 120 days of the agreement once Notice to Proceed has been issued.
3. Upon completion of the repairs and acceptance by the Project Engineer or their designee, each elevator will become part of the routine monthly maintenance schedule.

PART II – EMERGENCY/URGENT REPAIRS

1. Emergency/urgent service shall be rendered within one (1) hour from the time a call is placed for emergency/urgent service.

PART III – EMERGENCY WITH ENTRAPMENT

Emergency service involving entrapment shall be rendered within one half (1/2) hour from the time a call is placed for emergency service.

PART IV - MAINTENANCE

1. The work to be performed by the Contractor under this specification shall be to provide qualified **JOURNEY LEVEL** elevator mechanics assigned to the job site in sufficient quantity and for a sufficient time period once per month to assure continuous proper operation of the elevators.
2. Maintenance includes examination, lubrication, adjustment, calibration of parts including, but not limited to: belts, bearings, capacity and safety devised, check valves, condensate pumps, coils, control transformers, control wiring, dampers, electrodes, all filters, fuses, environmental controls, fans, motors and motor starters, pressure controls, compressors, refrigerant filters drier, refrigerant piping relays and all necessary maintenance require to keep the units in proper and continuous operation. Parts and labor that are part of a preventive maintenance program, as recommended by

the equipment manufacturer, routine testing and inspecting equipment to reduce or avoid service interruptions and to obtain optimum operating efficiency and maximum life expectancy of equipment are included in the contract. All Preventive Maintenance shall be in strict compliance with the relevant equipment manufacturers' recommendations. All work performed by the Contractor shall meet local, State, and Federal codes and standards and be performed under the Contractor's license, if applicable. Maintenance includes developing and recording equipment and system performance and inspection data for operation analysis and anticipated corrective action. Maintenance includes all labor and parts paid by the contractor.

3. This RFP requires maintenance of all items related to the proper operation of the elevators to including but not limited to the following items:
 - a) Hoist Cables, hoist belts, and governor cables
 - b) Controllers, selectors, dispatcher & relay panels, and signal components, including control and dispatching systems
 - c) Car and hoistway door operating equipment complete
 - d) Door operators and all associated components
 - e) Bearings, seals and housings
 - f) Hangers and rollers with bearings and up thrust rollers
 - g) Interlocks and all associated components
 - h) Closers and all associated components
 - i) Gibs
 - j) Drive blocks and associated components
 - k) Clutch or vanes and associated parts
 - l) Door safety edge, infrared edge, or light rays and associated components
 - m) Gate switch and associated components
 - n) Brushes, brush holder, commutators, and all associated components
 - o) Machine and generator armatures and field coils
 - p) Windings
 - q) Contacts and relays
 - r) Solid state boards, including mother boards and all associated components
 - s) Complete controller components
 - t) Resistors and transformers
 - u) Solid-state devices of all types
 - v) Firemen's service equipment and emergency power equipment
 - w) Load-weighing bypass equipment
 - x) Interlocks and door closures, and all associated components
 - y) Buffers, buffer switches, and all associated components
 - z) Limit, landing, and slow-down switches and components
 - aa) Door protective devices and alarm bells
 - bb) Push button assemblies
 - cc) Car and corridor hangers, tracks, and door-operating devices
 - dd) Car fans.
 - ee) Cab lighting fixtures
 - ff) Cab phones
 - gg) Pumps and motors
 - hh) Valves
 - ii) Governor cable
 - jj) Belts
 - kk) Seals
 - ll) Brakes
 - mm) Cleaning of equipment room
 - nn) Cleaning of elevator roof and pit

- oo) Condition of buffer
 - pp) Repair log
 - qq) Preventive maintenance charts
 - rr) Elevator number stencil on machine room equipment and crossheads
 - ss) Worm gland packing condition
 - tt) Cleaning of excess debris on motor windings, hoist motor, brush holders, and end bell
 - uu) Floor indicator lights in cabin and at stops
4. Contractors staff will ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise, test safety edges, photo eyes, detectors, door open buttons, and alarm bell, check for proper car and hall button operation and all indicator illuminations and lantern operations, check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line
 5. The Contractor is responsible for the repair and/or replacement of computer equipment located in the machine rooms, including monitors located at other locations in the facility.
 6. The Contractor shall be responsible for all necessary repairs, adjustments and parts renewal to all elevators and components. This also includes static loading of the car as required to set automatic control limit devices. The contractor shall maintain the machine room, hoist ways and overhead in a clean condition at all times.
 7. The Contractor shall provide a minimum of one (1) mechanical man-hours per month for hydraulic elevators, two (2) man-hours per month for geared traction elevators, and four (4) man-hours per month for gearless traction elevators, of preventive maintenance to the sites as coordinated by the Project Engineer or their designee, and shall perform all necessary adjustments and service requirements as indicated on the maintenance and lubrication charts and schedules as recommended by the elevator manufacturer. This does not include travel time, corrective maintenance, call back or emergency/urgent service for the equipment under these specifications.
 8. Repairs or replacement of any elevator equipment such as systematic cleaning of machine rooms, hoist ways, tops of cars, door locks, rails, door tracks and sills etc., renewals of hoist ropes, and safety tests as required by DGS, are not considered as preventive maintenance and are additional required man-hours by the Contractor at no cost to DGS. Maintenance must comply with the Manufacturer's recommendations.
 9. In the event of equipment failure, or imminent failure or damage that occurs during hours not normally worked by DGS maintenance staff, on-site response by the qualified Contractor shall be made within one (1) hour after the Contractor has been given notification of the emergency/urgent situation. Service response shall be sufficient to restore the equipment or system to a fully or temporary operational status at no additional cost to the Owner. If temporary measures are taken to restore operation, then permanent repair service shall be completed within five (5) working days.
 10. Contractor shall repair all damage they may cause to the building or property, to the full satisfaction of the assigned Building Manager.
 11. The Contractor shall maintain on-site up-to-date service logs for each elevator. The service logs must be kept in each respective machine room.

PART V - TESTING

1. When applicable, the Contractor will attend Phase II of the Fire Service test with the DGS Project Engineer present at no cost to DGS.

2. Contractor must be present at all smoke tests performed by DLLR at no additional cost to the City.
3. DGS reserves the right to make or cause to be made, such inspections and tests, as deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, DGS may immediately demand that the contractor place the elevator in a condition to meet those requirements. If the contractor fails to comply with such demands, within three (3) days, DGS may, by written notice to the contractor, terminate their right to proceed further with the work. In such event, DGS may reassign the work and have it prosecuted to completion, by contract or otherwise, and the contractor and their sureties (if any), shall be liable to DGS for any additional costs incurred by DGS.
 - a. Contractor shall provide written results of the following tests as recommended by the manufacturer of the microprocessor car controls. Fire service operation shall be tested monthly. These tests will be performed annually, in accordance with manufacturer's recommendations for testing.
 - 1) Excessive Armature Voltage Circuit
 - 2) Test and recalibrate machine driven tachometer
 - 3) Car speeds, Door speeds and pressures
 - 4) Loop overload circuit
 - 5) Test and recalibrate load weighing device
 - 6) Test dispatching "UP PEAK"
 - 7) Test emergency dispatching status
 - 8) Test elevator "PARK" feature
 - 9) Test the emergency power service
 - 10) Test product of combustion detectors
4. Contractor will provide a form, similar to the checklist forms published by ASME in A17.2.1 and A17.2.2, for each car describing the test, and deliver a signed copy to the Project Engineer after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
5. A copy of the approved inspection certificate shall be posted by the Contractor in each elevator and replaced as necessary.

Full Capacity Safety Tests

1. The contractor shall be responsible for the full capacity safety tests to be designated by the Project Engineer or their designee.
2. The capacity tests shall be done by a separate team/crew of employees. The maintenance service person shall be performing the scheduled maintenance.

EXCEPTIONS

The Contractor will not be responsible for the cost of making repairs and restorations to elevator equipment that have failed due to circumstances such as fire, flood, intentional damage and misuse, building collapse or structural failure, unless such circumstances resulted from the actions or inaction of the Contractor. The Contractor may still be required to perform any associated remedial work at the discretion of DGS.

The Project Engineer, in cooperation with our Post Award services consultant, shall have the ability to review any written requests to extend individual response times on a case by case basis as the exception occurs.

ELEVATORS UNDER WARRANTY

1. The Contractor is not to provide repairs, maintenance or emergency/urgent services for elevators currently under warranties by other Contractors until such warranties expire. At the discretion of the Project Engineer, upon expiration of such warranties, the Contractor will begin providing full maintenance services as specified for all elevators for the remaining duration of this Contract. The pricing for this work shall be based on the unit prices submitted with the original amount prorated for the number of months services are provided.
2. The Contractor shall provide personnel extrication services for elevators under warranties with other Contractors, and shall establish the necessary protocol arrangements with those Contractors accordingly.

ELEVATORS REMOVED FROM SERVICE

1. During the Term of the Contract, certain elevators may be removed from service for renewal or major renovation work performed under same or separate contract. The Contractor shall cease performing any contractual services to those elevators at the time they are removed from service or responsibility for services is transferred to the Contractor that is responsible for the planned work. The Contractor's monthly invoice shall be modified to reflect the reduction in services provided based on the unit pricing provided for those elevators.
2. At such time above elevators are returned to service, the Contractor shall resume providing personnel extrication services.
3. The Contractor shall not be responsible for repairs and/or maintenance necessitated because of strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, flood, storm, riot, civil commotion, malicious mischief, or any Act of God.

COMPONENT OBSOLESCENCE

1. Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
2. In the event of component obsolescence as defined above, the condition shall be reported to the Project Engineer and City consultant with the following information:
 - A. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - B. Procurement and installation time for restoration of system service.
 - C. Any safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).

- D. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity and safety.
3. Payment for obsolescence work shall be based on the extra cost to the contractor only.
- A. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
- 1) Contractual hourly rate schedule included in this specification shall be used to compute the extraordinary labor charge if applicable.
 - 2) Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
 - 3) At the Project Engineer's option, a lump sum extra cost price may be utilized in lieu of time and material as indicated above.
- B. Subsequent to the Owner's authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
4. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
- A. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
- B. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner's sole discretion.

DAMAGES

1. The City shall withhold as liquidated damages from the Contractor 25% of the Initial Repair cost submitted, per elevator, for each calendar day of delay beyond the time frames established in Part I – Initial Repairs. The City reserves the right to assess liquidated damages after the contracted repair or maintenance time has expired and each day thereafter until full operational status has been achieved. Failure to provide initial repairs during the time frames listed in Part I – Repairs – Initial will be cause for consideration of default of the contract.
2. The City shall withhold as liquidated damages from the Contractor the sum of 25% of the monthly maintenance cost per elevator for each calendar day of delay beyond the three (3) day Emergency/Urgent Repair requirement. The City reserves the right to assess liquidated damages after the contracted repair or maintenance time has expired and each day thereafter until full operational status has been achieved.
3. The City shall withhold as liquidated damages from the Contractor 25% of the monthly maintenance cost per elevator for each calendar day of delay beyond the Monthly Maintenance requirement. Contractor is also liable for any repairs required due to their failure to provide timely maintenance.

4. Reductions for non-performance (shall/may) be made if the repair or maintenance was not completed and DGS utilizes another Contractor to perform necessary repairs. Reductions will be based on costs incurred at the rates established for the second Contractor awarded under this RFP.
5. Reductions for below standard work (shall/may) be made after the second documented notification that the Contractor has not corrected the deficiency(s). Reductions will be based on costs incurred at the rates established for the second Contractor awarded under this RFP.
6. Should it become necessary to permanently re-assign a location, the Contractor and their sureties shall be liable to DGS for any additional costs incurred by DGS prior to the termination of Contractors services at the location. This does not relieve the Contractor from liability for substitute performance in accordance with termination for default.
7. The referenced conditions (examples) may result in Termination of Contract for Default by the Project Engineer.

Disputes Arising from Reductions

1. Should the Contractor dispute the validity of a reduction determination made by the Project Engineer, the Contractor may appeal the reduction to the Chief of Building Maintenance within seven (7) calendar days of receiving notice of the reduction.
2. The Chief of Building Maintenance will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
3. Should the Contractor disagree with the decision of the Chief of Building Maintenance, the Contractor may appeal the Chief of Building Maintenance decision to the Director of General Services, 200 Holliday St. Room 800, Baltimore Maryland, 21202 within seven (7) calendar days of the receipt of the Chief's decision.
4. The Director of General Services shall review all documentation, evidence and arguments of the Contractor, the Project Engineer, and the Chief of Building Maintenance and make a written determination as to the validity of the reduction within fourteen (14) days of receiving the appeal from the Contractor.

Basis for Termination of Contract

The following items indicate reasons that may be used to terminate any or all of this contract by DGS. The list is not all-inclusive.

- a) Failure to provide specified level of preventive maintenance.
- b) Failure to make needed repairs and performs safety tests.
- c) Failure to provide new parts unless approved by the Project Engineer or their designee.
- d) Failure to notify DGS of changes in assigned employees or job supervisor.
- e) Failure to respond to emergency calls.
- f) Failure of personnel to follow work-reporting requirements.
- g) Failure to provide services within the time frames outline in this RFP.

PAYMENTS

1. Contractor shall invoice in accordance with the costs listed in the proposal. For repairs, no payment will be made for an individual elevator until and unless it is fully operational.

2. Invoices shall contain the necessary breakdown of costs with back up documentation. For either Repairs or monthly Maintenance costs, service tickets including services performed and hours used, signed by the Building Manager or their designee must be submitted with the Contractor's invoices.
3. DGS reserves the right to audit the Contractor's invoices in order to verify the cost price for said parts. Payment will not be made to the Contractor without the backup documentation.

MAINTENANCE LOCATIONS– GROUP 1

BUILDING	ADDRESS	TYPE	# STOP S	STATUS	MANUFACTURE R.	MODEL	MODERNIZA TION CO.
City Hall	100 Holliday St. #1 South	Geared	7	Active	General Elevator Co.	Geared/208E	N/A
City Hall	100 Holliday St. #2 South	Geared	7	Active	General Elevator Co.	Geared/208E	N/A
City Hall	100 Holliday St. #3 North	Geared	7	Active	General Elevator Co.	Geared/208E	N/A
City Hall	100 Holliday St. #4 North	Geared	7	Active	General Elevator Co.	Geared/208E	N/A
City Hall	100 Holliday St. (MAYOR)	Hydraulic	3	Active	General Elevator Co.	Dry – Belted Pump Motor Drive / Conventional In- Ground	N/A
Courthouse East/Old Post Office	111 N. Calvert St. #10 Warehouse	Traction	2	Active	Otis Elevator	Geared/ Otis	Otis Elevator
Courthouse East/Old Post Office	111 N. Calvert St. #7	Traction	2	Active	Otis Elevator	Geared/ Otis	Otis Elevator
Courthouse East/Old Post Office	111 N. Calvert St. #9	Traction	4	Active	Otis Elevator	Geared/ Otis	Otis Elevator
EPFL Branch #28	4330 Edmondson Avenue	Hydraulic	3	Active	Otis	Submersible Direct Drive Pump / Twin Post Holeless	N/A
EPFL Branch #31	6310 Reisterstown Road	Hydraulic	2	Active	General	Dry-Beltd Pump Motor Drive/ Conventional In Ground	N/A

EPFL Central Library	400 Cathedral, Dumbwaiter #1 Fine Arts 1st Stack	Dumb waiter	6	Modernization planned			
EPFL Central Library	400 Cathedral, Dumbwaiter #8 Periodicals – 1st, 2nd, 3rd Stack	Dumb waiter	4	Modernization planned			
EPFL Central Library	400 Cathedral, Dumbwaiter #9 Business, Science, Technology	Dumb waiter	4	Modernization planned			
EPFL Central Library	400 Cathedral L Street (Freight) #7 Shipping Room	Traction	7	Modernization planned			
EPFL Central Library	400 Cathedral Street #3 Sorting Room	Traction	7	Modernization planned			
EPFL Central Library	400 Cathedral Street #4 Fine Arts	Traction	7	Modernization planned			
EPFL Central Library	400 Cathedral Street #5 Shipping Room	Traction	8	Modernization planned			
EPFL Central Library	400 Cathedral Street #6 Lunch Room	Traction	7	Modernization planned			
EPFL Central Library Annex	400 Cathedral Street Annex Building	Hydraulic	4	Modernization planned			
EPFL Branch #17	1531 West North Avenue	Winding Drum	3	Active	Otis	Winding Drum	N/A
EPFL Library Business Office	108 W. Mulberry Street Business Office	Hydraulic	4	Active	Virginia Controls	Virginia/Submersible/ Roped Holeless	N/A
Fire Pumping Station (Steadman)	15 S Eutaw Street	Hydraulic	4	Active	General/Montgomery	Dry Belted/ Direct Piston In-ground	N/A
Lower Park Heights MPC	3939 Reisterstown Road	Hydraulic	2	Active	U.S. Elevator	Dry Belted Pump/ In-ground	N/A
MECU	401 E. Fayette Street	Geared	10	Active	General Elevator	Geared/ General	ELCON

MECU	401 E. Fayette Street	Geared	10	Active	General Elevator	Geared/ General	ELCON
MECU	401 E. Fayette Street	Geared	11	Active	General Elevator	Geared/ General	ELCON
Mitchell Courthouse	100 N. Calvert Street (Bar Library) Room 618	Dumb waiter	3	Active	General Elevator	Winding Drum	General Elevator
Mitchell Courthouse	100 N. Calvert Street Lobby #1	Geared	6	Active	General Elevator	Geared/ HW63	General Elevator
Mitchell Courthouse	100 N. Calvert Street Lobby #2	Geared	6	Active	General Elevator	Geared/ General Type M	General Elevator
Mitchell Courthouse	100 N. Calvert Street Lobby #3	Geared	6	Active	General Elevator	Geared/ General Type M	General Elevator
Mitchell Courthouse	100 N. Calvert Street (Freight) Fayette Street	Geared	6	Active	General Elevator	Geared/ General FSA	General Elevator
Mitchell Courthouse	100 N. Calvert Street (Prisoner Lockup) Sally Port	Geared	2	Active	General Elevator	Geared/ ES	General Elevator
Northern Police District	2201 West Coldspring Lane	Hydraulic	2	Active	Otis Elevator	Otis/ Submersible/ Dual Piston Holeless	N/A
Park Terminal	2331 N. Fulton Avenue	Hydraulic	2	Active	General Elevator	Cenco/ Submersible Direct Drive Pump	N/A
Public Safety Training Facility	3500 W North Parkway	Geared	4	Active	General Elevator	Geared	N/A
Signet Bldg.	210 Guilford Avenue #1	Geared	5	Active	General	Geared Traction/Gen.G SB, 53 OH	N/A
Signet Bldg.	210 Guilford Avenue #2	Geared	5	Active	General	Geared Traction/ HW 53 OH	N/A
Signet Bldg.	210 Guilford Avenue Davis Street Side	Geared	6	Active	General		N/A

MAINTENANCE LOCATIONS – GROUP 2

BUILDING	ADDRESS	TYPE	# OF STOPS	STATUS	MANUFACTURER.	MODEL	MODERNIZATION CO.
1200 Health Clinic	1200 - 1242 E. Fayette Street	Hydraulic	2	Active	Schindler Corp.	Submersible Pump/ Single Piston Holeless	N/A
Abel Wolman Municipal Bldg.	200 Holliday St #1	Traction	14	Modernization Ongoing			
Abel Wolman Municipal Bldg.	201 Holliday St #2	Traction	12	Modernization Ongoing			
Abel Wolman Municipal Bldg.	202 Holliday St #3	Traction	12	Modernization Ongoing			
Abel Wolman Municipal Bldg.	203 Holliday St #4	Traction	12	Modernization Ongoing			
Brokerage Annex	4 S. Frederick St.	Hydraulic	4	Modernization planned	Westinghouse Elevator	D2-275	N/A
Brokerage Annex	4 S. Frederick St.	Hydraulic	4	Modernization planned	Westinghouse Elevator	D2-275	N/A
Casino Bldg.	2601 E. Baltimore St.	Hydraulic	3	Active	ThyssenKrupp	ThyssenKrupp/ IMO	N/A
Central Police Dept. Bldg.	501 E. Baltimore St.	Geared	3	Active	Armor Elevator	Armor No. 3	N/A
Central Police Dept. Bldg.	501 E. Baltimore St.	Geared	3	Active	Armor Elevator	Armor No. 3	N/A
Central Police Dept. Bldg.	501 E. Baltimore St.	Geared	3	Active	Armor Elevator	Armor No. 3	N/A
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp

Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Charles L. Benton Bldg.	417 E. Fayette St.	Geared	14	Active	US Elevator Corp.	GD-2	ThyssenKrupp
Druid Health	1515 W. North Avenue	Hydraulic	2	Active	ThyssenKrupp	Submersible Direct Drive/ Twin Post Holeless	N/A
Eastern Health Clinic	620 N Caroline St.	Winding Drum	3	Active	Otis	Winding Drum	N/A
Fallsway Housing & Service Center	620 Fallsway	Hydraulic	4	Active	ThyssenKrupp	Submersible Direct Drive Pump/ Dual Piston Holeless	N/A
George L Winfield Garage	3800 E Biddle Street	Hydraulic	2	Active	ThyssenKrupp	Submersible Direct Drive Pump/ In ground/ Twin Post Holeless	N/A
Healthy Start	610 North Chester Street	Hydraulic	2	Active	Montgomery Elevator	Submersible Pump/ Dual Piston Holeless	N/A
Peoples Courthouse	501 E. Fayette St.	Geared	4	Active	General	HW 53-OH	Unknown
Peoples Courthouse	501 E. Fayette St.	Geared	5	Active	General	HW 53-OH	Unknown
Police HQ	601 E. Fayette St. (Freight)	Geared	12	Active	Haughton	EK	N/A
Police HQ	601 E. Fayette St. #4	Gearless	11	Active	Haughton	EK	N/A

Police HQ	601 E. Fayette St. #1	Gearless	12	Active	Haughton	EK	N/A
Police HQ	601 E. Fayette St. #2	Gearless	12	Active	Haughton	EK	N/A
Police HQ	601 E. Fayette St. #3	Gearless	11	Active	Haughton	EK	N/A
Police HQ Annex	601 E. Fayette St. (Annex) #1	Geared	5	Active	Montgomery Elevator	208E	N/A
Police HQ Annex	601 E. Fayette St. (Annex) #2	Geared	5	Active	Montgomery Elevator	208E	N/A
Police HQ Annex	601 E. Fayette St. (Annex) #3	Geared	5	Active	Montgomery Elevator	208E	N/A
Southeast Action Community Center	3411 Bank Street Albert Wytzkey Bldg.	Hydraulic	2	Active	Otis Elevator	Dry Belted Pump/ Inground	N/A
Southeast Anchor Library	3601 Eastern Avenue	Hydraulic	3	Active	ThyssenKrupp	Submersible Direct Drive Pump/ In ground	N/A
War Memorial Bldg.	101 N. Gay Street	Hydraulic	2	Active	Motion Control Engineering	MCE	N/A
Waxter Center	861 Park Avenue (Freight)	Hydraulic	3	Active	Southeastern Elevator	Dry-Belated Pump/ Inground	N/A
Waxter Center	861 Park Avenue	Hydraulic	3	Active	Southeastern Elevator	Dry-Belated Pump/ Inground	N/A

RATING CRITERIA

The following items will be rated by a review panel to determine the best value to the City for this project. Recommendations for awards will be based on the best possible score totals for the following items.

Current Staff resumes/qualifications	15 points
Active Client references	25 points
Quality Control Plan	25 points
Price	25 points
MBE/WBE Participation	10 points

PRICE PROPOSAL

Proposal of _____

Address _____

Made this _____ day of _____ 20_____.

Proposal Due Date **Tuesday, January 5, 2018**

_____ proposes to provide all necessary labor
Contractor Name

and materials, tools, implements, tackle, equipment, and machinery and complete the **Project 1278 – Elevator Inspection, Repair, & Maintenance Work** for City buildings all in strict accordance with the attached contract documents, at and for the prices detailed below.

Contractor shall submit prices to furnish all labor, materials, supervision, equipment, insurance, services, transportation, permits, etc., necessary to provide initial repairs for the elevators shown in both “Group 1” and “Group 2”, included in these documents. A total price of repairs shall be provided for each group.

Contractor shall submit a price to furnish all labor, materials, supervision, equipment, insurance, services, transportation, permits, etc., necessary to perform routine maintenance for each elevator listed in the Elevator Assessments.

Contractor shall also submit a total price for Hourly Rates By Position shown in the worksheet below.

All Emergency/Urgent repairs must be included in the Contractor’s price for Maintenance. Separate costs for Emergency Repairs are not allowed under this Contract except as provided for in Exceptions.

No modifications to or omissions from this Request for Proposals will be accepted. Each unit price must be filled in with an amount. **Submitting \$0.00 for any item will be considered the Contractors price for that service and will not serve as a refusal of service for that elevator. Leaving a blank space for any item will be considered equivalent to bidding \$0.00 for that item.**

COMPILED PRICING – GROUP 1 AND GROUP 2

Group 1

Initial Repairs Total Cost	\$ _____	
Maintenance Total Cost	\$ _____	
Hourly Rates by Position Total Cost	\$ _____	
Exceptions Parts Allowance	\$ <u>25,000.00</u>	
TOTAL PROPOSED AMOUNT FOR GROUP 1		\$ _____

Group 2

Initial Repairs Total Cost	\$ _____	
Maintenance Total Cost	\$ _____	
Hourly Rates by Position Total Cost	\$ _____	
Exceptions Parts Allowance	\$ <u>25,000.00</u>	
TOTAL PROPOSED AMOUNT FOR GROUP 2		\$ _____

THESE AMOUNTS MUST MATCH ITEMIZED TOTAL PRICING OF WORKSHEETS

Should your firm be the highest scoring firm, which Group of Elevators would you prefer to be awarded,
Group 1 or Group 2? (Check one) Group 1 Group 2

WORKSHEETS

Initial Repairs

Below listed elevators have been assessed by our elevator consultant as of January through June 2017. The consultant's individual elevator repair assessments for Group 1 and Group 2 are included as an attachment in these Proposal documents. **Prices for repairs at each location must be based on these assessments.** Any additional work needed must be identified and communicated in writing to the DGS Project Engineer or their designated representative. Any additional service will be negotiated on a time and materials basis.

Initial clean downs of elevators and equipment must be included in the cost of the initial repairs

Group 1

Initial Repair Costs – Group 1

Priority level is subject to change due to circumstances prior to issuing the Notice to Proceed.

LOCATIONS	ADDRESS AND UNIT NUMBER	PRIORITY	PRICE FOR REPAIRS
City Hall	100 Holliday St. #2 South	2	\$
City Hall	100 Holliday St. #3 North	2	\$
City Hall	100 Holliday St. #4 North	2	\$
City Hall	100 Holliday St. (Mayor)	2	\$
City Hall	100 Holliday St. #1 South	2	\$
Courthouse East/Old Post Office	111 N. Calvert St. #10 Warehouse	3	\$
Courthouse East/Old Post Office	111 N. Calvert St. #7	3	\$
Courthouse East/Old Post Office	111 N. Calvert St. #9	3	\$
EPFL Branch #28	4330 Edmonson Avenue	2	\$
EPFL Branch #31	6310 Reisterstown Rd.	2	\$
EPFL Central Library Annex	400 Cathedral Street Annex Building	2	\$
EPFL Library Branch #17	1531 West North Avenue	2	\$
EPFL Library Business Office	108 W. Mulberry Street Business Office	3	\$
Fire Pumping Station (Steadman)	15 S Eutaw St.	1	\$
Lower Park Heights MPC	3939 Reisterstown Rd.	2	\$
MECU	401 E. Fayette St.	3	\$
MECU	401 E. Fayette St.	3	\$
MECU	401 E. Fayette St.	3	\$
Mitchell Courthouse	100 N. Calvert St. (Bar Library) Room 618	2	\$
Mitchell Courthouse	100 N. Calvert St. #2 Lobby	1	\$
Mitchell Courthouse	100 N. Calvert St. #3 Lobby	1	\$
Mitchell Courthouse	100 N. Calvert St. (Freight) Fayette St.	2	\$

Mitchell Courthouse	100 N. Calvert St. (Prisoner Lockup) Sally Port	2	\$
Mitchell Courthouse	100 N. Calvert St. #1 Lobby	1	\$
Northern Police District	2201 West Coldspring Lane	3	\$
Park Terminal	2331 N. Fulton Avenue	2	\$
Public Safety Training Facility	3500 W North Pkwy.	2	\$
Signet Building	210 Guilford Avenue	2	\$
Signet Building	210 Guilford Avenue	2	\$
Signet Building	210 Guilford Avenue Davis St. Side	2	\$
	TOTAL PRICE FOR INITIAL REPAIRS TO ALL ELEVATORS IN GROUP 1 (insert in compilations above)		\$

Maintenance Prices – Group 1

Per Hydraulic Elevator
 \$ _____ multiplied by 330 visits* \$ _____

Per Traction Elevator
 \$ _____ multiplied by 860 visits* \$ _____

Per Dumbwaiter
 \$ _____ multiplied by 80 visits* \$ _____

Total Maintenance Cost – Group 1 \$ _____
 (insert in compilations above)

* Estimated number of monthly visits required for all elevators of each type under this contract. Should additional monthly maintenance locations be required, each visit will also be paid at the submitted monthly rate.

Group 2**Initial Repair Costs – Group 2**

Priority level is subject to change due to circumstances prior to issuing the Notice to Proceed.

LOCATIONS	ADDRESS AND UNIT NUMBER	PRIORITY	PRICE FOR REPAIRS
1200 Health Clinic	1200 - 1242 E. Fayette Street	3	\$
Casino Bldg.	2601 E. Baltimore St.	2	\$
Central Police Department Bldg.	501 E. Baltimore St.	2	\$
Central Police Department Bldg.	501 E. Baltimore St.	2	\$
Central Police Department Bldg.	501 E. Baltimore St.	2	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Charles L Benton Bldg.	417 E. Fayette St.	3	\$
Druid Health	1515 W. North Avenue	3	\$
Eastern Health Clinic	620 N Caroline Street	3	\$
Fallsway Housing & Service Center	620 Fallsway	1	\$
George L Winfield Garage	3800 E Biddle Street	3	\$
Healthy Start	610 North Chester Street	3	\$
Peoples Courthouse	501 E. Fayette St.	2	\$
Peoples Courthouse	501 E. Fayette St.	2	\$
Police HQ	601 E. Fayette St. #4	2	\$
Police HQ	601 E. Fayette St. (Freight)	2	\$
Police HQ	601 E. Fayette St. #2	2	\$
Police HQ	601 E. Fayette St. #3	2	\$
Police HQ	601 E. Fayette St. #1	2	\$
Police HQ Annex	601 E. Fayette St. (Annex) #1	2	\$
Police HQ Annex	601 E. Fayette St. (Annex) #2	2	\$
Police HQ	601 E. Fayette St. (Annex) #3	2	\$
Southeast Action Community Center	3411 Bank St. – Albert Wytzkey Bldg.	2	\$
Southeast Anchor Library	3601 Eastern Avenue	2	\$
War Memorial Bldg.	101 N. Gay Street	3	\$
Waxter Center	861 Park Avenue	2	\$
Waxter Center	861 Park Avenue	2	\$
	TOTAL PRICE FOR INITIAL REPAIRS TO ALL ELEVATORS IN GROUP 2 (insert in compilations above)		\$

Maintenance Prices

Per Hydraulic Elevator \$ _____ multiplied by 675 visits* \$ _____

Per Traction Elevator \$ _____ multiplied by 730 visits* \$ _____

Total Maintenance Cost – Group 2 \$ _____
(insert in compilations above)

* Estimated number of monthly visits required for all elevators of each type under this contract. Should additional monthly maintenance locations be required, each visit will also be paid at the submitted monthly rate.

Hourly Rate by Position

All rates listed below are requested to establish in advance a cost per hour for any worked determined to be an exception to the Contract. There are no guarantees that these project hours will be utilized, this is a projection of anticipated hours. Total Hourly Rates apply to both Group 1 and Group 2 elevators and must be input separately to the Compiled Pricing total above for each group. **Contractor must input individual rates which include estimated escalations sufficient for the three (3) year contract duration.**

Type	Position	Rate	Projected hours	Extended Price
Hourly Rate Monday- Saturday 7AM- 5PM	Qualified Foreman	\$	100	\$
	Skilled Qualified Licensed Technician	\$	100	\$
	Unskilled Laborer	\$	50	\$
	Apprentice	\$	50	\$
Hourly Rate Monday- Saturday 5:01 PM-6:59 AM	Qualified Foreman	\$	25	\$
	Skilled Qualified Licensed Technician	\$	25	\$
	Unskilled Laborer	\$	25	\$
	Apprentice	\$	25	\$
Hourly Rate Sunday	Qualified Foreman	\$	25	\$
	Skilled Qualified Licensed Technician	\$	25	\$
	Unskilled Laborer	\$	25	\$
	Apprentice	\$	25	\$
Hourly Rate Holiday Hours	Qualified Foreman	\$	25	\$
	Skilled Qualified Licensed Technician	\$	25	\$
	Unskilled Laborer	\$	25	\$
	Apprentice	\$	25	\$
TOTAL OF EXTENDED HOURLY RATES (insert in both compilations above)				\$

COMPANY PROFILE

**Elevator Maintenance and Repair Service
Baltimore City Department of General Services
Various Locations**

FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR PROPOSAL NON-RESPONSIVE.

THE CONTRACTOR SHALL SUBMIT A MINIMUM OF THREE (3) REFERENCES THAT REFLECT A MINIMUM OF THREE (3) COMPLETE AND CONSECUTIVE YEARS OF SUCCESSFUL SERVICE PERFORMANCE COMPARABLE IN SCOPE, TYPE, SIZE, MAGNITUDE, AND COMPLEXITY FOR EACH REFERENCE AS REQUIRED IN THE RFP.

Company Name:		
Address:		
City:	State:	Zip Code:
Point of Contact:		Email Address:
Phone No.:	Fax No.:	
Date of Incorporation:		
Number of Years in Business under Present Name:		
Other/Former Names under which your Organization has Operated:		
Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):		

Information furnished in response to this questionnaire and any verification made by the DGS shall provide a basis for determining the responsibility of Contractors. In the event that references are deemed insufficient by the DGS, the City reserves the right to determine the Contractor as **non-responsive**, which will cause the rejection of their proposal.

Attach a copy of all current Licenses, Permits and Certificates as deemed appropriate and required by State, Federal and Local Laws.

DGS reserves the right to request any other information and data for the purpose of determining the Contractor's ability to perform the contract.

ACTIVE CLIENTS

List at least three (3) but no more than five (5) Company Clients for work similar in scope to the requirements of this RFP. Please furnish all requested information. If more space is needed for type of service provided, please list on an additional sheet. All references must be reachable and willing to furnish information by email or telephone conversation. Please PRINT clearly.

#1. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Term of Contract: to		Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			

Please describe in detail the services that were provided: (attach additional sheets as necessary)

#2. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Term of Contract: to		Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			

Please describe in detail the services that were provided: (attach additional sheets as necessary)

#3. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Term of Contract: to		Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			

Please describe in detail the services that were provided: (attach additional sheets as necessary)

#4. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Term of Contract: to		Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			

Please describe in detail the services that were provided: (attach additional sheets as necessary)

#5. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Term of Contract: to		Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			

Please describe in detail the services that were provided: (attach additional sheets as necessary)

RESOURCES

Machine Shop

Contractor must provide contact information of a machine shop which is supportive of their preventive maintenance and repair operations and that this facility is operated by the Contractor's employees or subcontractor on a 24 hour basis if necessary.

I, _____ certify that our firm has 24 hour 7 day per week machine shop access in house.

I, _____ certify that our firm will utilize the following machine shop to provide any machined parts needed on a 24 hour 7 day per week basis.

Name of Shop _____

Contact Person _____

Contact Phone Number _____

Contact e mail address _____

QUALITY CONTROL PLAN

Provide a narrative explaining how your firm assures quality control in the field. This narrative should be as detailed as possible to achieve the best possible score. Attach additional sheets as needed. Areas to include are:

- Supervisory oversight
- Equipment Documentation/Records

CONTRACTORS REPRESENTATION

The undersigned Contractor certifies that (he/she) has thoroughly examined the details provided for the work and services to be performed, and is thoroughly conversant with all the work called for on the assessment reports and in all the specifications and with all the requirements necessary and existing to properly execute the work in its entirety; that all allowances have been made for contingencies, etc., for the thorough, prompt, and intelligent execution and completion of the work, within the time required.

RECEIPT OF ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature and Title

The foregoing price is to include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work and the doing of all the above mentioned work as set forth and described in the Contract Documents.

Note: Each and every person Proposing and Named above must sign here.

In case of Firms, give the first and last name of each member, in full, with Title.

In case a Proposal shall be submitted by or in behalf of any Corporation, it must be signed in the name of such Corporation by some authorized Officer or Agent, thereof, who shall also subscribe his Name and Title. If practicable, the Seal of the Corporation shall be affixed.

In case a Proposal shall be submitted by joint venture ("JV"), the document that established the JV must be submitted with the proposal for verification purposes, and Officers or Agents of all of the firms that are part of the Joint Venture must sign below as acknowledgement of their participation in this proposal.

WITNESS _____ (SIGNED) _____

(TITLE) _____

WITNESS _____ (SIGNED) _____

(TITLE) _____

WITNESS _____ (SIGNED) _____

(TITLE) _____

BID/PROPOSAL AFFIDAVIT

INSTRUCTIONS: The following Bid/Proposal Affidavit is a material and integral part of this Bid. Each Contractor shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit MAY cause your bid to be found non-responsive and it may be rejected by the Board of Estimates.

1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of

(business name) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

2. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except** as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

3. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, false pretenses, falsification or destruction of records or receiving stolen property;

- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the City of Baltimore's Minority and Women's and Business Enterprises Law, Baltimore City Code, Article 5, Subtitle 28;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, **except** as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

4. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

5. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland and/or Article 5, Subtitle 40, of the Baltimore City Code; and

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

6. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Contractor or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

7. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Disclosure By Persons Doing Public Business, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a municipal corporation or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I am aware of, and the above business will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., "Disclosure By Persons Doing Public Business", ("Election Law"). I hereby certify, in accordance with §14-107 of the Election Law, that the above business has filed the statement required under §14-104(b)(1) of the Election Law.

8. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation.

(If not applicable, so state). _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the City of Baltimore and the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, the Department of Labor, Licensing, and Regulation and the City of Baltimore, as applicable.

(3) If awarded the contract resulting from this Bid/Proposal, the business shall remain in full compliance with all requirements of this § 8 during the term, and any extensions thereof, of the said contract.

9. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

10. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS

I FURTHER AFFIRM THAT:

We hold Certificate No. _____ which expires on _____.

We have the Work Capacity to perform this contract as provided in the Standard Specifications and in accordance with the rules, regulations and requirements of the Baltimore City Contractors' Qualification Committee.

Furthermore, our current Certificate of Prequalification includes work Classifications covering Contract Items to a total of at least Fifty Percent (50%) of the Aggregate Amount Bid.

11. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it MAY be cause for my Bid/Proposal to be rejected. I further acknowledge that this Affidavit is subject to applicable laws of the United States, the State of Maryland and the City of Baltimore, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the City of Baltimore, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland and Baltimore City with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I FURTHER ACKNOWLEDGE THAT if the business is awarded the contract resulting from this Bid/Proposal, this Affidavit shall become a material part of the contract and the business agrees that it

shall remain in full compliance with all Affirmations contained herein during the term of the contract an any and all extensions thereto.

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

By: _____
Name/Title

Subscribed and sworn to me this _____ day of _____ 20____.

Notary Public

My commission expires on _____.

MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

**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 Proposer _____

Address _____

Contracting Agency: Department of General Services

Contract (Project) Title: **Elevator Inspection, Repair, and Maintenance**

Contract Number: **Project 1278**

Proposal Due Date: September 21, 2016

The Overall MBE goal is 25% The WBE goal is 0%

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 PROPOSAL.**

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

Rev 7/20/15

B-1

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.

PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

Project 1278

**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.

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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 **25%** and the WBE goal of **0%** 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

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PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Proposer _____

Address _____

Contracting Agency: Department of General Services

Contract (Project) Number and Title: **Project 1278 – Elevator Inspection, Repair, and Maintenance**

Bid Due Date: _____

Goals on this contract.....MBE: 25 % and WBE: 0 %

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
Rev 7/20/15 B-9

Date

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND
BALTIMORE APPRENTICESHIP TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency DEPARTMENT OF GENERAL SERVICES

Contract (Project Title) Project 1278 – Elevator Inspection, Repair, and Maintenance

Scheduled Bid Due Date: Wednesday, September 21, 2016

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
100 N. Holliday Street, Rm. 101
Baltimore, MD 21202
(410) 396-4355
Courtney Billups, Chief

MWBOO (12/00)

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND
THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME _____

TITLE _____

PHONE # _____

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

Page 2

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

- 1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
- 2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
- 3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
- 4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
- 5. The bidder agrees to submit all forms as required in Part I & III of this document.

Name of Bidder

Name of Project Contract

By

Title _____

Date _____

I hereby certify that on this _____ day of _____, 20____, before me the subscriber, a Notary Public of the State of _____, in and for _____
 _____ City or County, personally appeared _____ who
 acknowledged himself-herself to be the (title) _____ of (company)
 _____ and being duly authorized,
 executed the foregoing affidavit for the purposes and uses therein contained.

 Signature of Notary Public

_____ (SEAL)
 My Appointment Expires

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

INSTRUCTIONS

Part III

I. Advertisement for Construction Bids (Contracting Agency)

All bid advertisements for construction projects where the cost is estimated to be \$ 1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

II. Bid Documents

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.

The BATP Bid Form Must Be Submitted With the Bid.

III. Pre-Bid Conference

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

IV. The following forms must be submitted as indicated.

The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprentice Agreement form on the replacement trainee should be attached.

MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30th and December 31st of each year to the contracting agency.

ATTACHMENT

V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP

**BALTIMORE APPRENTICE TRAINEE PROGRAM
TRAINEE REVIEW**

Project Number: 1278
Project Name: Elevator Inspection, Repair, and Maintenance
Contractor:

Date:

Trainee's Supervisor:
Contractor's EEO Officer:

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Pres. Rate	Jrnymn. Rate
1.								
2.								
3.								
4.								
5.								
7.								
8.								
9.								

MWBOO (AA2) Signed:
12/00 To Be Submitted With Each
Payout Request by the Subcontractor
to the Prime Contractor

Date:

CITY OF BALTIMORE																					
SEMI ANNUAL TRAINEE REPORT																					
ADMINISTRATION CENTER		PERIOD ENDING						LEGEND BA – BLACK AMERICAN AI – AMERICAN INDIAN □ AA – ASIAN AMERICAN HA – HISPANIC AMERICAN													
LINE NO	TRAINING □ CLASSIFICATION □ A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B						NUMBER STARTING TRAINING DURING REPORT PERIOD C						NUMBER COMPLETING TRAINING DURING REPORT PERIOD D						TOTAL HRS OF TRAINING DURING PERIOD	
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	
03	EQUIPMENT □ OPERATOR																				
04	MECHANICS																				
05	TRUCK DRIVERS																				
06	IRON WORKERS																				
07	CARPENTERS																				
08	CEMENT MASONS																				
09	ELECTRICIANS																				
10	PIPEFITTERS																				
11	PAINTERS																				
12	OTHER SKILLS																				
13	TOTAL																				
14	NUMBER OF FEMALES RECEIVING TRAINING				NUMBER OF FEMALES STARTING TRAINING				NUMBER OF FEMALES COMPLETING TRAINING												
NUMBER OF NEW HIRES RECEIVING TRAINING				NUMBER IN APPRENTICESHIP TRAINING				NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING													
NUMBER OF UPGRADES RECEIVING TRAINING				NUMBER IN OTHER JOB TRAINING				NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS													
COMMENTS:																					
REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL																DATE		AA1			

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO 1278
	PROJECT NAME Elevator Inspection, Repair, and Maintenance

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR NAME OF SUBCONTRACTOR (IF APPLICABLE)		1.A. ADDRESS
2. NAME OF TRAINEE	2A. SEX (check one) M F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	EMPLOYEE STATUS (check one) NEW HIRE UP- GRADE

6. ETHNIC GROUP DESIGNATION (check one)
 Black Hispanic American Asian
 American American Indian American White

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	DATE TRAINING STARTED ON THIS CONTRACT	TYPE OF ON THE JOB TRAINING (Check one) Apprenticeship Other
----------------------------------	---	--

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
PROVIDED DURING REPORT PERIOD								
PROVIDED TO DATE								
REMAINING TO COMPLETE THE APPROVED PROGRAM								
TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15 REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)							16 DATE	
17 REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)							18 DATE	

BALTIMORE CITY’S YOUTHWORKS PROGRAM

TO: Mayor’s Office of Employment Development (“MOED”)

FROM: _____
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____



EMPLOY BALTIMORE

Employ Baltimore is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

Employ Baltimore meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

Employ Baltimore

Requirements

Complete the Employ Baltimore “Certification Statement” contained in the bid document and submit it with your bid package.

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.

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.

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
3001 East Madison Street
Baltimore, Maryland 21205

- or -

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.

Businesses awarded construction contracts 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:

Rosalind Howard
Employ Baltimore
Mayor’s Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014 • Fax 410-361-9648

rhoward@oedworks.com

- or -

employbaltimore@oedworks.com

**Employ Baltimore
Certification Statement**

Contracting City Agency	Bid Number	Bid Due Date
Dept. Of General Services	1278	

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 the certification statement with the bid package.

This Executive Order shall apply to contracts awarded by the City that are in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts.

Additionally, companies awarded construction contracts 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 the 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 of any retainage due.

Name: _____ Telephone: _____

Company Address: _____ Email: _____

Send to: Rosalind Howard
Employ Baltimore/ Mayor’s Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3024 . Fax 410-361-9648
employbaltiore@oedworks.com

**Employ Baltimore
EMPLOYMENT REPORT**

Contracting City Agency	Bid/Contract Number & Name
Dept. of General Services	Contract No. 1278 – Elevator Inspection, Repair, and Maintenance
Contract Start Date	Contract End Date

To promote the commitment to utilize the Employ Baltimore Executive Order and to meet workforce 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 package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30th and December 31st during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore
 Mayor’s Office of Employment Development
 3001 East Madison Street
 Baltimore, Maryland 21205

- Or email -

employbaltimore@oedworks.com

The Employment Report below is hereby submitted by the undersigned for this period:

___December 31, 20___ ___June 30, 20___ ___End of Contract Date_____

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: _____ Signature: _____

Title: _____ Date: _____



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 strategies.

Hiring new employees?

Customized Training is a business-driven strategy that helps companies train and hire people to fit their job-specific needs. MOED Business Services staff recruit and pre-screen applicants based on the company requirements. Your business saves on recruitment costs and could receive up to 50% reimbursement on costs associated with the required training. The positions must be full-time and meet minimum salary requirements. The training can be employer-based, on-the-job, or offered by qualified vendors. Companies awarded Customized Training grants must agree to hire successful trainees. Many companies have used this strategy to increase their workforce and reduce their hiring budget.

Want to improve and increase the skills of your current staff?

Incumbent Worker training

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:

Rosalind Howard or Susan Tagliaferro
 Employ Baltimore
 Mayor's Office of Employment Development
 3001 East Madison Street
 Baltimore, Maryland 21205
 Phone 443-984-3014. • Fax 410-361-9648
rhoward@oedworks.com stagliaferro@oedworks.com
employbaltimore@oedworks.com

LOCAL HIRING LAW

Rules and Regulations

1. The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than \$ 300,000.00, or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$ 5,000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.
4. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
5. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the contract/agreement.
6. A Local Hiring Review Committee ("LHRC") will be established. The LHRC will be comprised of representatives/designees from the following:

Office of the City Council President
 Office of the Deputy Chief of Economic Development and Neighborhoods
 Mayor's Office of Employment Development
 Office of the Director of Finance
 Baltimore City's Procurement Office
 Baltimore Development Corporation
 Baltimore City Law Department
 Community Resident to be appointed by the President of the City Council

The LHRC will appoint a chair and meet no less than quarterly and as frequently as needed. Its primary role will be to review the monthly Employment Reports and to make recommendations to MOED regarding the approval or denial of any waiver requests made. The LHRC will also recommend to the Board of Estimates potential penalties and debarment for persons and others subject to the Law that has not complied with the Law. MOED will coordinate the materials to be presented to the LHRC and provide it with administrative staff support.

7. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.
8. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.
9. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.
10. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.
11. Definitions:
- a. Good Faith Effort is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents. (§ 27-6 (B) (1))
 - b. Substantially below appraised value is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))
 - c. “Satisfactory Special Workforce Development Training or Placement Arrangement” is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

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:

- A. 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.

- B. 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.
- C. 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.
- D. 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.



City of Baltimore Local Hiring Vendor Contact Form

Baltimore City Agency: _____ Date _____
 City Agency Staff Name/Title _____
 Telephone # _____ Email: _____

MOED was notified that your agency has awarded a contract to the company listed below which is subject to the local hiring law -12-0159.

Please, amend your contact information (above) if necessary. Return to: hirelocal@oedworks.com

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

Company:			
Contract Name/#:			
Date of Award:	Award Amount:	Contract Start Date:	Contract End Date:
Women or Minority Owned Business <input type="checkbox"/> No <input type="checkbox"/> Yes			
Company Contact Information			
Contact Name, Title			
Company Address			
City, State, & Zip			
Telephone #	Office #	Cell #	
E-mail Address			

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.

OT 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 _____

For more information contact Cynthia Jefferson at cjefferson@oedworks.com or (410) 396 9033



**CITY OF BALTIMORE
LOCAL HIRING LAW
BIDDER WAIVER REQUEST FORM**

Request by: _____	Request for Bid # _____
(Company Name)	

We are requesting a WAIVER of the Local Hiring Law requirement for _____ due on _____
 (Name of Bid) _____ (date)
 by the City of Baltimore _____
 (City Agency)

Waiver requested for the following (check all that apply)

- 7-day Job posting requirement
- 51% Local Hiring requirement
- Other (specify) _____

An explanation and reasons for the waiver request and supporting documents must be attached.

Company Represent ative authorized to Request waivers	Print Name/ Title: _____
	Telephone #: _____ Email: _____
	Address _____
	Signature: _____ Date: _____

FOR MOED USE ONLY ACTIONS	Date (Waiver request received)
MOED Recommendations <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (reasons) _____ Recommendations/Comments _____ Staff Signature _____ Date: _____	Local Hiring Review Committee Final Decision <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (reasons) _____ Comments: Chairperson Signature: _____ Date: _____



**CITY OF BALTIMORE
LOCAL HIRING LAW
AWARDEE WAIVER REQUEST FORM**

Request by: _____	Request for Contract # _____
(Company Name)	

We are requesting a WAIVER of the Local Hiring Law requirement for

_____ awarded on _____
 (Name of Contract) (award date)
 by the City of Baltimore _____
 M (City Agency)

Waiver requested for the following (check all that apply)

- 7-day Job posting requirement
- 51% Local Hiring requirement
- Other (specify) _____

An explanation and reasons for the waiver request and supporting documents must be attached.

Company Represent ative authorized to Request waivers	Print Name/ Title:	
	Telephone #:	Email:
	Address	
	Signature:	Date:

FOR MOED USE ONLY ACTIONS	Date (Waiver request received)
MOED Recommendations <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (reasons) _____ Recommendations/Comments _____ Staff Signature _____ Date: _____	Local Hiring Review Committee Final Decision <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (reasons) _____ _____ Comments: Chairperson Signature: _____ Date: _____



City of Baltimore Local Hiring Certification and Compliance Statement

CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid may 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/TitleDate

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 at 410-396-9045

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this

_____ day of _____, 20_____ .

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing, for **Project 1278 – Elevator Inspections, Repairs, and Maintenance.**

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

PRINCIPAL

_____ (SEAL)

ATTEST:

SURETY

_____ (SEAL)

END OF SECTION

AGREEMENT GROUP 1

THIS AGREEMENT, made this _____ Day of _____

in the year 20____, by and between _____

hereinafter called the "Contractor", and the Mayor and City Council of Baltimore, a Municipal Corporation, hereinafter called the "City", for **Project 1278 – Elevator Inspections, Repairs, and Maintenance – Group 1.**

WHEREAS, the Contract designated as to be performed in strict accordance with the Contract Documents, which Standard Specifications, Plans and other Contract Documents are in all respects made a part hereof, has recently been awarded to the Contractor by the City, through the Agency of its Board of Estimates, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto; and

WHEREAS, it was one of the conditions of said award that a formal Contract should be executed by and between the Contractor and the City evidencing the terms of said award.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the Contractor doth hereby covenant and agree with the City that it will well and faithfully construct, and complete the said Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and conform to each and every obligation imposed upon it by the Contract Documents, or by the terms of said award. Time is of the essence of this Agreement.

And the City doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the Contract Documents and of said award, the above mentioned sum; and that it will well and faithfully comply with and perform each and every obligation imposed upon it by the Contract Documents or by the terms of said award.

In WITNESS WHEREOF, Said _____
has caused this Agreement to be signed in its name by its President/Vice President and its Corporate Seal to be hereunto and duly attached and the City has caused these presents to be signed by the Mayor of Baltimore City and the Corporate Seal of the City to be hereunto affixed, duly attested by the Custodian of the City Seal.

ATTEST:

SIGNATURE

SIGNATURE

PRINT NAME AND TITLE (SEAL)

ATTEST:

Mayor and City Council of Baltimore

Custodian of the City Seal

By: _____
CATHERINE E. PUGH, MAYOR

**APPROVAL OF AGREEMENT
FOR
DEPARTMENT OF GENERAL SERVICES
PROJECT NO. 1278**

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Chief Solicitor

APPROVED:

APPROVED:

Chief, Design and Construction Division

Director of General Services

AGREEMENT GROUP 2

THIS AGREEMENT, made this _____ Day of _____

in the year 20____, by and between _____

hereinafter called the "Contractor", and the Mayor and City Council of Baltimore, a Municipal Corporation, hereinafter called the "City", for **Project 1278 – Elevator Inspections, Repairs, and Maintenance – Group 2.**

WHEREAS, the Contract designated as to be performed in strict accordance with the Contract Documents, which Standard Specifications, Plans and other Contract Documents are in all respects made a part hereof, has recently been awarded to the Contractor by the City, through the Agency of its Board of Estimates, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto; and

WHEREAS, it was one of the conditions of said award that a formal Contract should be executed by and between the Contractor and the City evidencing the terms of said award.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the Contractor doth hereby covenant and agree with the City that it will well and faithfully construct, and complete the said Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and conform to each and every obligation imposed upon it by the Contract Documents, or by the terms of said award. Time is of the essence of this Agreement.

And the City doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the Contract Documents and of said award, the above mentioned sum; and that it will well and faithfully comply with and perform each and every obligation imposed upon it by the Contract Documents or by the terms of said award.

In WITNESS WHEREOF, Said _____
has caused this Agreement to be signed in its name by its President/Vice President and its Corporate Seal to be hereunto and duly attached and the City has caused these presents to be signed by the Mayor of Baltimore City and the Corporate Seal of the City to be hereunto affixed, duly attested by the Custodian of the City Seal.

ATTEST:

SIGNATURE

SIGNATURE

PRINT NAME AND TITLE (SEAL)

ATTEST:

Mayor and City Council of Baltimore

Custodian of the City Seal

By: _____
CATHERINE E. PUGH, MAYOR

**APPROVAL OF AGREEMENT
FOR
DEPARTMENT OF GENERAL SERVICES
PROJECT NO. 1278**

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Chief Solicitor

APPROVED:

APPROVED:

Chief, Design and Construction Division

Director of General Services

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)
 SUM OF _____ Dollars
 (\$ _____)

Contract Number and Identification City of Baltimore Department of General Services Bureau of General Services Project 1278 – Elevator Inspection, Repair, and Maintenance	Date of Contract _____, 20____ Date Bond Executed _____, 20____
---	--

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, and

PERFORMANCE BOND

shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, and shall indemnify and save harmless the Mayor and City Council of Baltimore, its agents and employees against and from all costs, expenses, damages, injury or loss to which the said Mayor and City Council of Baltimore, its agents and employees, may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said PRINCIPAL, its agents or employees, or in any manner arising directly or indirectly from any and all causes whatsoever, in or about the execution or performance of the Contract, during the Original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE, or the successors or assigns of OBLIGEE.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: as to principal

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE (SEAL)

ATTEST: as to surety

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY): _____

AUTHORIZED BY: _____
NAME AND TITLE

PERFORMANCE BOND

APPROVED:

APPROVED:

Mayor of Baltimore City

Director of General Services

Comptroller

Chief, Design and Construction Division
Department of General Services

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

Chief Solicitor

Clerk Date

END OF SECTION

PAYMENT BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)
 SUM OF _____ Dollars
 (\$ _____)

Contract Number and Identification City of Baltimore Department of General Services Bureau of General Services Project 1278 – Elevator Inspection, Repair, and Maintenance	Date of Contract _____, ____ Date Bond Executed _____, ____
---	--

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor and/or material in the prosecution of the work provided for in said Contract and any and all duly authorized extensions and/or modifications of said contract that may hereafter be made, notice of such extensions and/or modifications to the SURETY being hereby waived, and any maintenance, repair, guaranty and warranty required under the Contract, then this obligation to be null and void; otherwise they remain in full force and effect.

PAYMENT BOND

A suit or action commenced hereunder shall comply with applicable Provisions of the Public General Laws of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors or assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: as to principal

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE (SEAL)

ATTEST: as to surety

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY): _____

AUTHORIZED BY: _____
NAME AND TITLE

PAYMENT BOND

APPROVED:

APPROVED:

Mayor of Baltimore City

Director of General Services

Comptroller

Chief, Design and Construction Division
Department of General Services

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

Chief Solicitor

Clerk Date