

**Invitation to Bid
Storm Water Chamber System
Bid #11-0623**



**Due Date: June 23, 2011
1:30 P.M. (Local Time)**

**GARRETT COUNTY
PURCHASING DEPARTMENT**

203 South Fourth Street, Room 208
Oakland, Maryland 21550

(301)-334-5003
Fax (301)-334-1985
E-Mail purchasing@garrettcountry.org



Brian E. Bowers, CPPB

Purchasing Agent

Charles W. Junkins

Buyer

Susan M. Wolf

Administrative Assistant II

**INVITATION TO BID
STORM WATER CHAMBER SYSTEM**

The Board of County Commissioners of Garrett County, Maryland will accept sealed bids for the purchase of a storm water chamber system as specified for a storm water management system associated with the construction of a parking lot for the Garrett County Trade/Enterprise Center located at the Garrett County Fairgrounds, 20486 Garrett Highway, McHenry, Maryland.

Bid documents and specifications may be obtained in person from the Garrett County Purchasing Department, 203 South Fourth Street, Room 208, Oakland, Maryland 21550. A copy of the bid documents can also be downloaded from the Purchasing Department's web site at www.garrettcountry.org/Purchasing/CurrentBids.aspx Inquiries may be made by calling (301) 334-5003.

Sealed bids must be submitted to the Garrett County Purchasing Department, 203 South Fourth Street, Room 208, Oakland, Maryland 21550 on or before Thursday, June 23, 2011 at 1:30 P.M. (local time). Sealed bids will be publicly opened and read aloud in the Commissioners Meeting Room at 2:00 P.M. on June 23, 2011. All bidders are required to submit three (3) copies of their bid documents at the time of submission. All bids submitted should be enclosed in a sealed envelope and should be clearly marked "Storm Water Chamber System Bid" on the outside of the envelope. Any bids received after the time due will not be considered for award and shall be retained as documentation for the bid file.

The Board of County Commissioners of Garrett County, Maryland reserves the right to accept or reject any or all bids, to cancel this invitation to bid and to waive technicalities in any part deemed to be in the best interest of Garrett County.

By Order of the Board

A handwritten signature in black ink, appearing to read "Brian E. Bowers".

Brian E. Bowers, CPPB
Purchasing Agent
Garrett County Purchasing Department

SIGNATURE TO BIDS

Note: When submitting your Bid, Please use this page as a cover sheet.

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign Contracts. All correspondence concerning the Bid and Contract, including Notice of Award, copy of Contract and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder or Contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the Bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this Contract are the property of the Board of County Commissioners of Garrett County, Maryland, hereinafter referred to as the County. The County has the right to use or reproduce any documents, materials, data, including confidential information, used in or developed as a result of this Contract. The County may use this information for its own purposes, or use it for reporting to Federal Agencies. The Contractor warrants that it has title or right of use all documents, materials, or data used or developed in connection with this Contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor and supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

Bidder must sign here and return this page and the proposal page in addition to submitting any documents called for by the General Bid Conditions and Specifications.

By signing here, Bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

Company: _____

Address: _____

**Authorized
Signature:** _____

Title: _____

Phone No.: _____

Date: _____

Bidder acknowledges receipt of addenda(s), if any, by initialing the following:

Addenda #1 _____

Addenda #3 _____

Addenda #2 _____

Addenda #4 _____

____ Please check here if you do not wish to remain on our Bidder's List for this category.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

SUPPLY AND SERVICE CONTRACTS

The general rules and conditions which follow, along with all other documents consisting of the "Bid Package", apply to all purchases and become a definite part of the formal Invitation to Bid, Purchase Order, or other award issued by the County, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of the authority to bind the firm by the person signing the Bid shall be included when submitted by partnerships or corporations. Anyone signing a Bid as an agent shall include evidence of their authority to do so.

Subject to State and County Laws and all rules, regulations, and limitations imposed by legislation of the Federal Government, Bids on all advertisements and invitations issued by the County will bind Bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in State Law, State of Maryland Law shall prevail.

Should there be a conflict between the General Bid Conditions and the Supplemental Bid Conditions (if any), the Supplemental Bid Conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Proposal Forms:** Bids should be submitted only on the forms provided by the County. The Bidder shall retain one copy for their files and submit one copy, unless requested otherwise, with original signatures and sealed to the County for that purpose. **Facsimile Bids will not be accepted.**
- 2. Late Bids:** Formal Bids, amendments thereto, or requests for withdrawal of Bids received by the County after the time specified for Bid opening will not be considered for award and shall be retained as documentation for the bid file.
- 3. Withdrawal of Bids:** A written request for the withdrawal of a Bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.
- 4. Mailing of Bids or Courier Delivery Service:** The Board of County Commissioners assumes no responsibility for the deliverance of mailed or courier delivered Bids. Please be advised that Garrett County may not have guaranteed next morning courier service delivery in this area depending on which courier service is utilized.
- 5. Completeness:** All information required by the Invitation to Bid must be supplied to

constitute a proper Bid. The County will not be responsible for the premature opening of Bids if not properly addressed, or identified.

6. **Bids Binding 90 Days:** Unless otherwise specified all formal Bids submitted shall be binding for ninety (90) calendar days following Bid opening date, unless the Bidder, upon written request to the County, agrees to an extension.
7. **Conditional Bids:** Qualified Bids are subject to rejection in whole or in part.
8. **Payment Terms:** Term discount of less than twenty (20) days will not be considered. In connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the Board of Garrett County Commissioners reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidders may restrict their Bid to consideration in the aggregate by so stating, but should name a unit price on each item Bid upon; any Bid in which the Bidder names a total price for all the items without quoting a price for each and every separate item, may be rejected at the option of the County.
10. **Errors in Bids:** When an error is made in extending total prices, the unit Bid price will govern. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder from their submitted Bid. Erasures or changes in Bids must be initialed.
11. **Questions:** Any information relative to interpretation of the General Bid Conditions, specifications and drawings shall be directed to the Garrett County Purchasing Department in writing, in ample time before the opening of Bids. Any interpretation made to prospective Bidders, will be issued in the form of a written addendum to the specifications which, if issued, will be sent to all prospective Bidders. Verbal explanations or instructions given by a Garrett County employee to an Offeror in regards to a solicitation will not be binding on the County.
12. **Response to Invitation:** In the event you cannot submit a Bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to Bid on these requirements. Because of the large number of firms listed on the County's List of Bidders, it is necessary to delete from these lists the names of those persons, firms, or corporations who fail to respond after having been invited to Bid on a commodity or commodities for three successive Bid openings.
13. **Multiple Bids:** No Bidder will be allowed to offer more than one price on each item even though they may feel that two or more types or styles of that item will meet the present specifications. Bidders must determine for themselves which to offer. If said

Bidder should submit more than one price on any item, all prices for that item may be rejected at the discretion of the County.

- 14. Taxes:** The Board of Garrett County Commissioners is exempt from the State of Maryland Sales Tax and Use Tax by Certificate No. 30001193.
- 15. Catalogs:** Each Bidder shall submit where necessary or when requested by the County, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work they propose to furnish.
- 16. Competency of Bidder:** No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to Garrett County upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous Contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the County of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract documents.

The Contractor shall actively cooperate in all matters pertaining to the proper compliance of this Contract and shall come to the appropriate office of the County whenever requested in connection with the performance of this Contract.

The Contractor shall inform the County of any or all circumstances which may impede the progress of the work or inhibit the performance of the Contract, including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Contractor's and any first-tier Subcontractor's records to determine and verify compliance with the Contract. The Contractor and any first-tier Subcontractor must grant the County access to these records as well as Federal and State authorities, if applicable, at all reasonable times during the Contract term. The Contractor must include the proceeding language of this paragraph in all first-tier Subcontracts.

BID DEPOSIT

- 17. Bid Bond or Cashier's Check:** When required on the Bid cover sheet, each Bid shall be accompanied by a Bid bond signed by a surety company licensed to do business in the State of Maryland, or by cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five percent (5%) of the total Bid and shall be made payable to the Board of Garrett County Commissioners. When computing the amount of the Bid for Certified Check purposes, do not deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. Performance/Labor and Materials Bond: The successful Bidder or Bidders on this Bid may be required to furnish the required bonds as indicated on the Bid cover, which should be payable to the Board of Garrett County Commissioners, prepared on an approved form, as security for the faithful performance of their Contract, within ten (10) days of their notification that their Bid has been accepted. The surety thereon must be with such surety company or companies as are authorized or licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of their power of attorney to sign bonds. The successful Bidder or Bidders upon failure to furnish within ten (10) days after their notification the required bonds shall forfeit said bonds to the Board of Garrett County Commissioners as liquidated damages. The Performance Bond shall be in the amount of one hundred percent (100%) of the Contract price covering faithful performance of the Contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred percent (100%) of the Contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

19. Samples: The County reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder or Contractor if any samples are lost or destroyed.

Upon notification by the County that a sample is available for pickup, it shall be removed within thirty (30) days at the Bidder's expense or the County shall dispose of same as its discretion.

Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder.

All sample packages shall be marked "Sample for Garrett County" and each sample shall bear the name of the Bidder, item number, Bid number, and shall be carefully tagged and marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

20. Trade Names: In cases where an item is identified by a manufacturer's brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder items that will be satisfactory. Bids on varying makes and catalogs will be considered, provided each Bidder clearly states on the face of their proposal exactly what they propose to furnish, and forwards with their Bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the item covered by their Bid.

The County hereby reserves the right to approve as an equal, or to reject as not being equal, any item the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data is required to be submitted with the Bid, the successful Contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient enough to enable the County to judge if each requirement of the specifications is being complied with.

21. Formal Specifications: The Bidder shall abide by and comply with the true intent of specifications and not take advantage of any unintentional error or omission, but shall fully accept every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any item, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specifications requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this Contract.

All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal Bid. The absence of a written list of specification deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the County to the specifications written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment delivered.

AWARD

22. Award or Rejection of Bids: The Contract will be awarded to the lowest responsive and responsible Bidder complying with all the provisions of the Invitation, provided the Bid price is reasonable and it is advantageous to the County to accept it. The Board of Garrett County Commissioner's or its authorized agent reserves the right to reject any or all Bids and to waive any informality or deficiency in Bids received whenever such rejection or waiver is in the best interest of the County. The Board of Garrett County Commissioners also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, or the Bid of the Bidder whose investigation shows is not in a position to perform the Contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the County.

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder
- c. The quality of performance of previous Contracts or services.

- d. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract.
- h. Whether the Bidder is in arrears to the County on a debt or Contract or is a defaulter on surety to the County.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the County shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

23. Notice of Acceptance: A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding Contract without further actions by either party. The Bid with respect to all items accepted and all papers accompanying same, the specifications, the instructions to Bidders, the general conditions and other papers and documents referred to in any of the foregoing shall constitute the formal Contract, unless otherwise specified, between the Bidder and the Board of Garrett County Commissioners.

24. Tie Bids: If two or more Bidders submit identical Bids and are equally qualified, the decision of the County to make award to one or more of such Bidders shall be final. Selection may be made by drawing lots. Cash discounts when twenty (20) days or longer are allowed for payment may be taken into consideration in determining award.

25. Local Preference Program: The Board of County Commissioners have duly adopted Resolution No. 2006-11 establishing a local preference program. If the State or political subdivision in which a nonresident firm is located gives an advantage to its resident businesses, the County Commissioners may give an identical advantage to the lowest responsive and responsible bid from a local firm over that of the nonresident firm. An advantage may include a percentage preference, an employee residency requirement, or any other provision that favors a local firm over a nonresident firm. All nonresident firms are required to complete and submit the Purchasing Preference Affidavit as part of its bid submission. The provisions of this Resolution are intended to repeal Resolution No. 5-4-99.

26. Bid Protest: For the purpose of this Section, the following words have the meanings indicated:

1. Interested party means an actual or prospective Bidder, Offeror, or Contractor that may be aggrieved by the solicitation or Award of a Contract, or by the protest.
2. Protestor means any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or the Award of a Contract and who files the protest.
3. Filed means receipt in the Garrett County Purchasing Department.

An Interested Party may protest to Garrett County the Award or the Proposed Award of a Contract for supplies, services or construction. The protest shall be in writing and addressed to the Garrett County Purchasing Department. Protests based upon alleged improprieties of any type in solicitations which are apparent before Bid opening or the closing date for receipt of initial proposals shall be filed prior to said closing date, all other cases Bid protests shall be filed no later than seven (7) calendar days after the basis for protest is known or should have been known, whichever is earlier. Any protest filed after the time limit prescribed above shall not be considered.

a.) The written protest shall include as a minimum the following:

1. The name and address of the Protestor.
2. Appropriate identification of the procurement, and if Contract had been awarded, its number, if known.
3. A statement of reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

The Garrett County Purchasing Department shall submit a copy of the protest to the County Attorney upon receipt of the protest.

b.) Any additional information requested of the Protestor by the County shall be submitted within five (5) days after receipt of notification in order to expedite consideration of the protest. Failure to comply with the request for information by the County may result in a resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

Upon written request, the County, shall make available to any interested party information submitted that bears on the substance of the protest except when information is proprietary or otherwise permitted or required to be withheld by law or regulation.

A decision on a protest shall be made by the County in writing as expeditiously as possible after receiving all relevant, requested information. Before issuance, the decision of the County shall be reviewed by the County Attorney.

- c.) Should the department head of the County Agency originating the Bid or the Protestor disapprove of the Garrett County Purchasing Departments decision, they may appeal the decision to the County Commissioners with seven (7) days after receipt of the decision. All information used to support the protest and the decision of the County shall be made available to the County Commissioners.

A written decision on the protest shall be made expeditiously by the County Commissioners and deemed the final action on the protest.

CONTRACT PROVISIONS

- 27. Contract Alterations:** No alterations or variables in the terms of a Contract shall be valid or binding upon the County unless made in writing and signed by the Board of Garrett County Commissioners or its authorized agent.
- 28. Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their Contract or their rights, title or interest therein, or their power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the County, but in no case shall such consent relieve the Contractor from their obligations, or change the terms of the Contract.
- 29. Default:** The Contract may be canceled or annulled by the Board of Garrett County Commissioners in whole or in part by written notice of default to the Contractor upon non-performance or violation of Contract terms. An award may be made to the next lowest responsible Bidder, or, items specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted Contract prices: Provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on their Bid, unless extended in writing by the County, shall constitute Contract default. In the event that the Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any Contract awarded to them, they shall forfeit the right to Bid on any future County Contract for a period of time determined by the County and they shall be liable for any costs incurred by the County as a result of their default.
- 30. Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the County, or failure to make replacements of rejected items when so requested, immediately or as directed by the County, shall constitute authority for the County to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices or the County may deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be deducted from Contract quantities.

The County reserves the right to charge the Contractor fifty dollars (\$50.00) per calendar day for materials and/or equipment Contracts and one hundred fifty dollars (\$150.00) per calendar day for construction and/or service Contracts, unless otherwise specified in the Contract documents, for every day materials, equipment, and/or services are not delivered in accordance with the delivery schedule. The per day charge may be invoked at the discretion of the County, said sum is to be taken as liquidated damages to be deducted from payment(s) and/or charged back to the Contractor.

31. Non-Liability: The Contractor shall not be liable for damages in delay on shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, or by any other circumstances which, in the County's opinion, is beyond the control of the Contractor. Under the circumstances, however, the Board of Garrett County Commissioners may in their discretion, cancel the Contract.

32. Non-Discrimination: No Contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all Contracts entered into with suppliers of materials or services. Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

33. Guarantee: All work, supplies, and/or materials and requirements described in the specifications including modifications thereto which may be in accordance with the direction and/or approval of the County shall be guaranteed/warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this Contract:

- 1.) Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
- 2.) Against injury or undue deterioration from proper and usual use of the good and/or services.
- 3.) Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair, without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- 4.) Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- 5.) Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the Contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the sellers/manufacturers obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

DELIVERY PROVISIONS

34. General Guaranty: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and the repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other Contractors, for which their worker is responsible due to negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

35. Indemnification: The firm shall indemnify and hold harmless the Board of County Commissioners of Garrett County, Maryland, hereinwith the County, and its elected and appointed officials, agents and employees from and against any and all liabilities, judgements, settlements, losses, costs or charges, including attorney fees, as a result of any claim, demand, action, or suit relating to any bodily injury, sickness or disease, including death, loss or property damage or destruction caused by, arising out of, related to or associated with this work by the firm and its members, officers, agents, employees, subcontractors, or invitees. The County may require that the firm produce evidence of settlement of any such action prior to issuance of final payment.

36. Collusive Bidding: The Bidder certifies that their Bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a Bid for the same project, without unlawful prior knowledge of competitive prices, as in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

37. Identical Bidding: All identical Bids submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding ten thousand dollars (\$10,000) in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States.

38. Officers Not To Benefit: No member of the elected governing body of Garrett County, or members of his or her immediate family, including spouse, parents, children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised, directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form or remuneration and/or on the account of prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the Requestor, under oath, answers to any interrogations related to their knowledge, whether it be an officer, director, partner or any of its employees directly involved in obtaining Contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery, or conspiracy to bribe under the laws of any State or Federal Government. Any Contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County.

39. Insurance: Liability insurance on all major divisions of coverage for each and every Contractor at his/her own expense will be required for the length of the Contract. The Contractor acknowledges that failure to obtain such insurance on behalf of the **Board of County Commissioners of Garrett County, Maryland** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. The Contractor is required to provide the County with a Certificate of Insurance with an Additional Insured Endorsement naming: **The Board of County Commissioners of Garrett County, Maryland** as ***Additional Insured and Certificate Holder*** prior to the commencement of any work or use of County facilities. Additionally insured does not apply to Professional Liability or Workers Compensation/Employers Liability. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each Contractor agrees to assist in every manner possible in the reporting and investigating of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor will be required to provide insurance to the Contractor of the same type or types and to the same extent of coverage as that provided by the Contractor. The Contractor agrees to obtain certificates from the Subcontractor evidencing such coverage and produce evidence upon County's request. All insurance required of the Subcontractor shall name the **Board of County Commissioners of Garrett County, Maryland** as an ***Additional Insured*** for all those activities performed within its contracted activities for the contract as executed.

A Certificate of insurance will be required of a Vendor for the term of the Contract. The Vendor shall provide the Certificate of Insurance to the County within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable

Certificate of Insurance within the time frame stated above will cause to terminate the Contract(s).

Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage with out thirty (30) days prior written notice to the **Board of County Commissioners of Garrett County, Maryland**. Contractor's certificates including additional insured endorsement shall be furnished for two (2) years following the completion of the project. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date. Failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

Vendor and Contractor Certificate of Insurance will be sent to:

Ms. DaVina Griffith, Risk Manager
Garrett County Office of Human Resources
Risk Management Division
203 South Fourth Street, Room 206
Oakland, Maryland 21550

40. Filing of Political Contribution Report: Repealed by the State

SUPPLEMENTAL PROVISIONS

- 41. Corporation Registration (For Contracts \$100,000 or Greater):** Whenever required by law, business entities not organized under the laws of the State of Maryland must be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.

All Bidders that are business entities must be and present evidence that they are in good standing with SDAT.

- 42. Material Safety Data Sheets:** If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") must be provided to the Garrett County Office of Human Resources, Risk Management Division, 203 South Fourth Street, Room 206, Oakland, Maryland 21550 by the Successful Bidder. A list of chemicals by product name and manufacturer shall be provided with relation to this contract. This requirement applies to any goods used by the Successful Bidder when providing a service to the County.

- 43. Law and Regulations:** The Successful Bidder must comply with all applicable Federal, State, and local laws and ordinances.

- 44. Termination Process:** Termination for Convenience:
Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful

Bidder shall not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Cause: Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the

acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

- 45. Optional Use of Contract:** The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid Response.

- 46. Availability of Funds:** The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the Board of County Commissioners of Garrett County, Maryland, and to receipt and availability of appropriated funds.
- 47. Most Favored Public Entity:** The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
- 48. Conditions for Purchasing Elsewhere:** Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

The Purchasing Department may reject, at its sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

49. Signatures Required for Legal Entities: Only certain persons are authorized to sign documents on behalf of legal entities. Without the correct signature(s), a document shall not be legally binding. Please use the chart below to determine which persons are authorized by law to sign documents and when to ask the document signer to show proof of authority to sign.

TYPE OF LEGAL ENTITY:

Company/Corporation or Professional Service Corporation (<i>"Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A."</i>)	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY: Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Statement of Partnership Authority
Limited Partnerships (<i>"L.P."</i>)	NO PROOF NEEDED IF SIGNED BY: General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Certificate of Limited Partnership
Limited Liability Company / Corporation (<i>"LLC" or "LC"</i>)	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution

Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority
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Note: This chart does not cover unincorporated associations.

50. Certification Regarding Debarment, Suspension Ineligibility and Voluntary

Exclusion: The bidder/Offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

51. Safety: All contractors, subcontractors and vendors performing for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors, subcontractors and vendors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Contractors and Vendors shall produce upon request of the County copies of any safety plans, policies, procedures, training records, OSHA 300 logs or any other related safety documentation.

52. Form W-9 Required for Taxpayer Identification Number and Certification:

After authorization to proceed or contract awarded, the successful bidder/contractor shall be required to provide a completed copy of Form W-9 Request for Taxpayer Identification and Certification. This form shall be mailed to:

Jenny Harsh, Accountant
 Garrett County Finance Office
 203 S. Fourth Street
 Courthouse, Room 206
 Oakland, MD 21550

This form shall be received by the County prior to the County executing contract documents. A copy of the W-9 Form and General Instructions are included at the end of this document for your use.

A W-9 Form shall be required for the following:

Rentals or lease of office space

Machine rentals

Medical or health care services

Professional Services

- Attorneys
- Accountants
- Engineers
- Auditors
- Etc.

Contractors

- Construction
- Snow Removal
- Mowing
- Maintenance

A W-9 Form shall NOT be required for the following:

Contracts for merchandise/commodities only

53. Equal Employment Opportunity Plan (EEOP): Pursuant to 28 CFR § 42.301-.308, all vendors may obtain a copy of the County's EEOP Short Form upon request to the Garrett County Office of Human Resources, 203 South Fourth Street, Room 206, Oakland, Maryland 21550.

54. Federal Trade Commission Identity Theft (Red Flags) Rule: Pursuant to 16 CFR § 681.1, all contractors, subcontractors and vendors performing services for the County are required to comply with all Federal Trade Commission (FTC) red flag rules to detect, prevent and mitigate identity theft.

**INVITATION TO BID
STORM WATER CHAMBER SYSTEM
BID # 11-0623**

AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty
(Contractor/Bidder/Offeree)
of perjury, that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeree)

of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeree)

body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeree)

(Contractor/Bidder/Offeree):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeree: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County

or City of _____, this _____ day of _____, 2011.

(Notary Public)

My Commission Expires: _____

**INVITATION TO BID
STORM WATER CHAMBER SYSTEM
BID # 11-0623**

PURCHASING PREFERENCE AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm
(Contractor/Bidder Name)
that I represent a nonresident firm of Garrett County and under penalty or perjury, that to
the best of my knowledge, information and belief that the information provided below
represents purchasing preferences for the political subdivision or state in which

_____ conducts business.
(Contractor/Bidder Name)

1. _____ conducts business in _____
(Contractor/Bidder Name) (Political
Subdivision Name)
of the State of _____.
(State Name)

2. _____ does or does not have purchasing preferences
(Political Subdivision Name) (Circle One)
favoring resident firms over nonresident firms. If it does, check all that apply **below:**

_____ Price Preference _____%

_____ Workforce Residency Preference _____% Describe conditions of preference:

_____ Other Purchasing Preferences (List and Describe) _____

Contractor/Bidder shall submit a copy of all purchasing preferences applicable to the
political subdivision in which contractor/bidder conducts business.

3. _____ does or does not have purchasing preferences
(State Name) (Circle One)
favoring resident firms over nonresident firms. If it does, check all that apply below:

_____ Price Preference _____%

_____ Workforce Residency Preference _____% Describe conditions of preference:

_____ Other Purchasing Preferences (List and Describe) _____

Contractor/Bidder shall submit a copy of all purchasing preferences applicable to the state in which contractor/bidder conducts business.

Contractor/Bidder: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn before me, a Notary Public of the State of _____,

County or City of _____, this _____ day of _____, 2011.

(Notary Public)

My Commission Expires: _____

Note: This affidavit is to be filled out by all contractors/bidders conducting business outside of Garrett County, Maryland. This information will be used to determine reciprocal preferences as applicable.

**Insurance Requirements for
Board of County Commissioners of Garrett County, Maryland**

General Liability Insurance: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations and, if necessary, **Commercial Umbrella Insurance** .

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	Annual Aggregate
\$1,000,000	Fire Damage
\$5,000	Medical Expense Each Person
\$100,000	Medical Expense Each Occurrence

Automobile Liability Insurance: Coverage sufficient to cover owned, hired and non-owned coverage, including bodily injury, per person and occurrence and property damage per occurrence.*

Minimum Limits

\$1,000,000	Combined Single Limit
-------------	-----------------------

**Required for all contracts EXCEPT architectural design, review and/or engineering services and planning, research and/or policy projects.*

Statutory Workers Compensation and Employer's Liability Insurance: Workers Compensation Coverage shall meet statutory limits as required by the State of Maryland or other applicable laws and Employers' Liability Insurance as follows.*

Minimum Limits

\$500,000	Each accident for bodily injury by accident
\$500,000	Policy limit for bodily injury by disease and
\$500,000	Each employee for bodily injury by disease

**Workers' Compensation and Employer's Liability Insurance is required for all contracts who has employees or subcontractors.*

Professional Liability Insurance: Coverage for errors, omissions, and negligent acts per claim and aggregate, with one year discovery period.*

Minimum Limits

\$1,000,000	Each Occurrence
\$5,000	Deductible

**Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.*

Pollution Liability Insurance: Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.*

Minimum Limits

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

**Required for contracts with remedial hazardous material operations.*

Builders Risk Insurance: Coverage equal to the full value of project*

**Required for all property construction projects*

Form

W-9(Rev. January 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶☐ Exempt payee☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 409(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 684 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorney's fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9632 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine use of this information includes giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**INVITATION TO BID
STORM WATER CHAMBER SYSTEM
BID #11-0623**

SPECIAL TERMS AND CONDITIONS

Bid Description: The Board of County Commissioners of Garrett County, Maryland will accept sealed bids for the purchase of a storm water chamber system as specified for a storm water management system associated with the construction of a parking lot for the Garrett County Trade/Enterprise Center located at the Garrett County Fairgrounds, 20486 Garrett Highway, McHenry, Maryland.

Bid Opening: Sealed bids must be submitted to the Garrett County Purchasing Department, 203 South Fourth Street, Room 208, Oakland, Maryland 21550 on or before Thursday, June 23, 2011 at 1:30 P.M. (local time). Sealed bids will be publicly opened and read aloud in the Commissioners Meeting Room at 2:00 P.M. (local time) on June 23, 2011. All bidders are required to submit three (3) copies of their bid documents at the time of submission. All bids submitted should be enclosed in a sealed envelope and should be clearly marked "Storm Water Chamber System Bid" on the outside of the envelope. Any bids received after the time due will not be considered for award and shall be retained as documentation for the bid file.

Project Funding: This project is being funded with County and Appalachian Regional Commission funds. The Appalachian Regional Commission funds are being administered by USDA Rural Development.

Bid Submission: Bidder shall submit the following documents in triplicate as part of the bid submission: Signature to Bids Page (1 page); Bid Affidavit (1 page); Purchasing Preference Affidavit (if a nonresident Contractor-2 pages); Bid Proposal Page (1 page); USDA-FmHA Compliance Statement Form FmHA 400-6 (2 pages); and USDA Form AD-1048 Certification Regarding Debarment (2 pages). The USDA forms are included at the end of the bid package under the Attachments Section. Contractor shall refer to Section 49 Signatures Required for Legal Entities of the General Conditions and Instructions to Bidders-Supply and Service Contracts when signing the bid documents.

Bid Price: Bidder is required to provide a lump sum bid price to supply, deliver and unload the chamber system specified herein.

Award: The basis for award is anticipated to be the lowest total responsive and responsible bid.

Chamber System Availability: The chamber system is needed as soon as possible. However, bidder shall indicate on the Bid Proposal Page the number of calendar days required to supply and deliver the chamber system specified herein. The chamber system shall be delivered to the following location:

Garrett County Trade/Enterprise Center
C/o Garrett County Fairgrounds
20486 Garrett Highway
McHenry, MD 21541

The County reserves the right to charge the successful bidder fifty dollars (\$50.00) per calendar day for every day that the structures are not delivered in accordance with this date. The per day liquidated damage charge will be deducted from the invoice before final payment is made to the successful bidder. However, the bidder shall not be liable in the delay of shipment of materials or failure to deliver when such delay or failure is the result of fire, flood, strike, act of god, act of government or by any other circumstances that, in the County's opinion, is beyond the control of the bidder.

Payment: Payment for the structures will occur after delivery and submission of an invoice(s) to the following address:

Garrett County Purchasing Department
203 South Fourth Street, Room 208
Oakland, MD 21550
Attn: Brian Bowers

Bid Bond: A bid bond is not required for this purchase.

Exceptions: The bidder must state clearly, concisely, and fully note any exceptions taken to the specifications, or terms and conditions of this bid. Descriptive literature may be used to clarify, or be reference to an exception, however exceptions shall not be considered by only enclosing descriptive literature in itself. If it is determined that an exception is not acceptable to the County, the bid will be considered non-responsive.

Questions: Questions regarding the bid should be faxed to Brian Bowers, Garrett County Purchasing Department, at (301) 334-1985. The Purchasing Department will formally respond to questions via addendums to the bid. Please be advised that questions will be entertained until 2:00 P.M. on Friday, June 17, 2011. Questions asked after this time will not be formally answered.

SPECIFICATIONS

This bid is to supply, deliver and unload a complete storm water chamber system as specified herein. The storm water chamber shall meet the following requirements:

HDPE chamber system shall be capable of treating 13,500 cubic feet of storm water. The system will have one (1) point of inflow and one (1) point of outflow. Minimum cover over the system shall be two feet (2') and be capable of a HS-20 load bearing capacity as a minimum. **The storm water chamber system shall be manufactured by Cultec or an approved equivalent. Manufacturer brochures and specifications shall be provided with the bid, especially if you are bidding an equivalent. For all equivalents, bidder shall also provide field drawings of the layout for the storm water chamber system being bid.** Two (2) construction drawings of the preferred system layout are attached for your reference under the Attachments Section.

**INVITATION TO BID
STORM WATER CHAMBER SYSTEM
BID #11-0623
BID PROPOSAL PAGE**

Business Name: _____
Contact Person: _____
Address: _____
Phone: _____ Fax: _____
Email Address: _____

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of _____

Business Name

Signature

Total Bid Price: \$ _____

Manufacturer: _____

Number of days required to manufacture & deliver chambers from receipt of order: _____

Notes: _____

