



**ANNOUNCEMENT  
ANNE ARUNDEL COUNTY, MARYLAND  
Annapolis, Maryland**

**INVITATION FOR BID**

**IFB NO. 12-007  
SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

**NOTICE TO BIDDERS**

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, FEBRUARY 7, 2012**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at [www.aacounty.org](http://www.aacounty.org) or [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com). A copy of the bid package may also be picked up at the above address during normal business hours.

**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid\*\***

A Pre-Bid Conference has been scheduled for Wednesday, January 11, 2012 at 10:00 a.m. at Anne Arundel County Purchasing Division, 2660 Riva Road, 3<sup>rd</sup> Floor, Annapolis, Maryland, 21401. All Bidders are strongly encouraged to attend. This IFB will be discussed, and Bidders questions will be answered. Bidders should register for the Pre-Bid Conference at least 48 hours in advance of the meeting date and time by contacting the Buyer listed below. If no Bidders register, the meeting may be canceled without further notice to the Bidders.

Note: Questions concerning this Specification and Bid Response shall be directed to Stephen Ports, CPPB, Buyer, phone (410) 222-7665 or email to [phport15@aacounty.org](mailto:phport15@aacounty.org).

William Schull, C.P.M., CPPB  
Purchasing Agent  
December 20, 2011

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**Solicitation Check List**

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Bid Response shall be delivered to the County Purchasing Division no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- \_\_\_\_\_ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?
- \_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form?
- \_\_\_\_\_ Did you include the required signature authority documents, if required?
- \_\_\_\_\_ Did you include a signed copy of the completed Vendor Information Form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.sdat.org](http://www.sdat.org).
- \_\_\_\_\_ If this Solicitation requires a Bid deposit, did you include one?
- \_\_\_\_\_ Did you provide one original and one copy of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?
- \_\_\_\_\_ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?
- \_\_\_\_\_ Did you provide the supplemental information required with your Bid Response in Clauses 2.17.6, 3.5.5, and 3.6?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted with Bid Response in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response, the Bid Response shall be considered null and void, and therefore, will be rejected.

**County's Bid Response Form**

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Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until **1:30 p.m., local time, February 7, 2012**, and will be publicly opened at 1:30 p.m., local time, on that date.

**BID SPECIFICATIONS**

**SECTION ONE – GENERAL INSTRUCTIONS**

- 1.1 INSTRUCTIONS** – Instructions, forms, and specifications may be obtained in person from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, or may be downloaded from the County’s website at [www.accounty.org](http://www.accounty.org).
- 1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.
  - 1.1.2 All Bids are to be submitted in a sealed envelope.
  - 1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.
  - 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent.
  - 1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing not less than ten (10) business days prior to the scheduled opening of the bids. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will notify all Bidders by written addendum of any interpretations made of the Specifications.
  - 1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications shall be directed to and shall be issued by the County Purchasing Agent in writing.
  - 1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
  - 1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.
  - 1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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**1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.**

- 1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

**1.3 RESERVATIONS**

- 1.3.1 The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.
- 1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.
- 1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.
- 1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.3.5 The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

**1.4 SUBSTITUTES**

- 1.4.1 When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated "no substitutes", the County will consider a "County-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form "As Specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified.

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Catalog cuts and descriptive data shall be attached to the original copy of the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

- 1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

**1.5 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") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement also applies to any goods used by the Successful Bidder when providing a service to the County.

**1.6 INSPECTION**

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

**1.7 DISPUTES**

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

**1.8 LAW AND REGULATIONS**

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

**1.9 EQUAL OPPORTUNITY**

1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement

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in any and all subcontracts. The Successful Bidder shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

**1.10 INDEMNIFICATION**

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

**1.11 TERMINATION PROCESS**

1.11.1 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.

1.11.2 The Successful Bidder shall be provided 30 days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

1.11.3 This Agreement may be terminated by the County upon at least seven (7) days notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

1.11.4 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.

**1.12 OPTIONAL USE OF CONTRACT**

1.12.1 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

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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.

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

**1.13 CORPORATION REGISTRATION**

- 1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall 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.
- 1.13.2 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

**1.14 REFERENCES TO ALTERNATE TERMS**

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

**1.15 PAYMENT TERMS**

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

Anne Arundel County, Maryland  
Office of Finance  
P. O. Box 2700  
Annapolis, MD 21404

**1.16 ASSIGNMENT**

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

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**1.17 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 County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

**1.18 INTERPRETATION**

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

**1.19 INTEGRATION**

The IFB, the Successful Bidder's Bid, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

**1.20 FAIR LABOR STANDARDS**

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

**1.21 CHANGES**

1.21.1 The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

1.21.1.1 The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.

1.21.1.2 The price for each item as offered by the Successful Bidder is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.

1.21.1.3 The items added are relatively insignificant to the overall value and services under the agreement.

**1.22 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.

**1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be

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made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

**1.24 CONDITIONS FOR PURCHASING ELSEWHERE**

1.24.1 Time is of the essence. 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.

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

**1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS EXCEEDING \$150,000)**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

**TYPE OF LEGAL ENTITY:**

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

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and Churches	ALWAYS NEEDED	By-Laws, Articles of Incorporation, or Corporate Resolution
<b>Limited Liability Partnerships</b> and <b>Limited Liability Limited Partnerships</b>  (“L.L.P.” or “LLLP”)	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

**1.26 CHANGES/ERASURES TO BID RESPONSE**

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

**1.27 BIDDER’S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE**

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

**1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL**

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

**1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid.\*\*

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**1.30 CONTENT**

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

**1.31 CONFLICT OF INTEREST**

1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.

1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

**1.32 HEADINGS**

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

**1.33 IFB TEXT EMPHASIS**

Throughout this IFB, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

**1.34 PARENT COMPANY**

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

**1.35 ASSIGNMENT AND DELEGATION**

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

**1.36 ACCEPTANCE OF TERMS AND CONDITIONS**

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

**1.37 EXECUTIVE ORDER #24**

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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**1.38 CONFIDENTIAL AND PROPRIETARY INFORMATION**

- 1.38.1 All information contained in the Bid is subject to production under the Maryland Public Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled “Confidential and Proprietary Information”. The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or “proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.
- 1.38.2 Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Bid Response on the grounds that the Bid Response is not responsive.
- 1.38.3 Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to the IFB, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.

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**SECTION TWO – GENERAL SPECIFICATIONS**

**2.1 SCOPE**

- 2.1.1 These Specifications are intended to cover the repair, upgrade, and/or furnishing and installation of new septic systems for Anne Arundel County, Maryland, as listed in Section Three and in the attached Bid Response Form.
- 2.1.2 All goods delivered shall be the manufacturer's current models, completely serviced by the Successful Bidder, and shall be delivered ready in all aspects to be placed in normal operating service.

**2.2 PRE-BID CONFERENCE**

- 2.2.1 A Pre-Bid Conference has been scheduled for **Wednesday, January 11, 2012, at 10:00 a. m.** local time, in the Patuxent Room, 2660 Riva Rd., 3rd floor, Annapolis, Maryland 21401, to answer questions about this IFB and the products or services to be provided hereunder. While attendance is not mandatory, all Bidders are strongly encouraged to attend. While every effort will be made to answer any questions concerning this IFB raised by potential Bidders at the Pre-Bid Conference, such answers shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum.
- 2.2.2 Bidders are strongly encouraged to bring any issues regarding this IFB or the equipment/services to be provided to the Pre-Bid Conference or to the attention of the County Buyer prior to the deadline as detailed in clause 1.1.5 above.
- 2.2.3 Any modifications, additions, or deletions to the Specifications that result from this meeting shall be in the form of an addendum to be posted on the County's website.
- 2.2.4 Bidders should register\_for the Pre-Bid Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer, Stephen Ports at 410-222-7665. If no Bidders register, the meeting may be canceled without further notice to the Bidders.

**2.3 BLANKET ORDER RELEASE**

- 2.3.1 The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.
- 2.3.2 Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

**2.4 TERM OF BLANKET ORDER CONTRACT**

This Contract shall be in effect for one (1) year beginning April 1, 2012. This Contract may be renewed up to an additional four (4) one-year periods with the same terms and conditions at the sole discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

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**2.5 WARRANTY AND SERVICE**

The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

**2.6 DELIVERY/INSTALLATION OF GOODS**

2.6.1 Successful Bidder shall guarantee delivery of goods to the Anne Arundel County, Maryland between the hours of 8:00 a.m. and 3:00 p.m., local time, Monday through Friday, excluding County holidays.

2.6.2 Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award.

2.6.3 Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number.

2.6.4 All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

2.6.5 The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

**2.7 TRADE-INS**

This clause is deleted from this IFB.

**2.8 PROCUREMENT CARD**

2.8.1 The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. The Successful Bidder may not charge the County for any fees related to the use of a procurement card.

2.8.2 For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

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**2.9 REGULAR DEALER**

Quotes shall be considered only from Bidders that qualify as a “regular dealer.” A “regular dealer” means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

**2.10 BID DEPOSIT**

This clause is deleted from this IFB.

**2.11 AWARD OF CONTRACT**

2.11.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. The decision of the Purchasing Agent is final.

2.11.2 Any other considerations for the award shall be stated in the Specifications and Bid Response.

2.11.3 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

**2.12 LITERATURE AND SAMPLES**

2.12.1 If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods within five (5) days of the request, giving full details as to type of goods to be furnished under a Contract.

2.12.2 Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3<sup>rd</sup> Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked “SAMPLES FOR BID NO. 12-007”. Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.

2.12.3 The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent’s discretion.

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**2.13 INSURANCE REQUIREMENTS**

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

**2.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

**2.13.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

**2.13.3 WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

**2.13.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.**

**2.13.5 Professional Liability Insurance**

This clause is deleted from this IFB.

**2.13.6 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.**

**2.13.7 Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**

**2.13.8 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.**

**2.14 RETURN GOODS POLICY**

**2.14.1 The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.**

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- 2.14.2 Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.
- 2.14.3 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.
- 2.14.4 Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

**2.15 PRICE ADJUSTMENTS**

- 2.15.1 All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly sixty (60) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 2.15.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.15.3 The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

**2.16 AGREEMENT**

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

**2.17 PERFORMANCE, LABOR & MATERIAL BONDS**

- 2.17.1 For any individual construction project in excess of \$50,000 (including the initial quote and any subsequent County-approved change orders), the Successful Bidder shall provide bonding as detailed below. The Anne Arundel County Code 2005, Article 8, Title 2, Section 115 shall govern this Contract requirement. The Code does not allow for any

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exceptions to the bonding requirement. At no time shall any waiver of the bonding requirement be allowed under this Contract.

- 2.17.2 Performance Bond. Within ten (10) calendar days of the award of an individual construction project valued at \$50,000 or above, or when the amended cost of the project reaches or exceeds this limit, and before beginning any work, the Successful Bidder shall submit Bonds in favor of the County and executed by a surety company authorized to do business in the State of Maryland. The Performance Bond shall be equal to 100% of the estimated or amended project total. The Labor & Material (Payment) Bond shall be equal to 50% of the estimated or amended project total. In lieu of the Bonds, the Purchasing Agent, at his or her sole discretion, may accept an irrevocable letter of credit, an irrevocable assignment of a bank account, cash, or a cashier's check in the required amounts.
- 2.17.3 The amount of the Bond or other security shall not be in the nature of liquidated damages and shall not limit the liability of the Successful Bidder to the County in the event of a breach by the Successful Bidder.
- 2.17.4 The Bond shall be on the currently accepted form as provided by the County. A copy of each currently County-approved Bond form is attached to this IFB. The County reserves the right to modify the Bond forms from time to time at the County's sole discretion.
- 2.17.5 For Blanket Order Contracts Only: The Bond shall be billed to the County under the "Materials for Special Projects" bid line at cost.
- 2.17.6 The Bidder shall provide documentation with the Bid Response showing that it has bonding capability. A letter from the bonding company showing the maximum bonding available as of the letter date shall be sufficient.

**2.18 REQUESTS FOR CLARIFICATIONS**

The deadline for submitting a written request for clarification of requirements (see Section 1.1.5) is January 24, 2012, at 3:00 p.m. local time.

**2.19 NEGOTIATED PRICING**

When purchasing large quantities of products or services, the County reserves the right to purchase at the prices offered under the resulting Contract or to negotiate lower prices. In no event will the County pay more than the price offered under the resulting contract.

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**SECTION THREE – TECHNICAL SPECIFICATIONS**

**3.1 GENERAL SCOPE OF WORK**

- 3.1.1 These Specifications are to cover the repair, retrofitting, upgrade, and installation of septic disposal systems in accordance with the Anne Arundel County Plumbing Code and State of Maryland Regulations, COMAR 26.04.02, as needed throughout the County primarily for the Department of Recreation and Parks. The Successful Bidder shall be responsible for performing any on-site modifications to the property for the installation, repair, or replacement of the failed sewage disposal system to comply with the State and local plumbing and legal requirements.
- 3.1.2 All new installed systems shall be Best Available Technology for removing nitrogen from onsite systems.
- 3.1.2.1 New systems shall have undergone the Environmental Protection Agency's Environmental Technology Verification (ETV) Program, NSF 245 Certification, or other equivalent third party testing and shall be eligible for Bay Restoration Fund (BRF) grants.
- 3.1.2.2 The system shall also be field verified by the Maryland Department of the Environment for performance or have conditional approval which can be revoked based upon the outcome of the verification. Any system whose approval (conditional or otherwise) has been revoked shall be excluded from inclusion in this contract. The Successful Bidder shall have the option of offering another approved system, or request the County cancel the Contract and solicit bids for a new contract.
- 3.1.2.3 The Successful Bidder may petition the County to allow a change in the system being offered in the Bid Response and/or under any resulting contract at any time. The County shall have the sole discretion to accept or reject the change.
- 3.1.2.4 The list of approved and conditionally approved systems can be found at the following website:

[http://www.mde.state.md.us/programs/Water/BayRestorationFund/OnsiteDisposalSystems/Pages/water/cbwrf/osds/brf\\_bat.aspx](http://www.mde.state.md.us/programs/Water/BayRestorationFund/OnsiteDisposalSystems/Pages/water/cbwrf/osds/brf_bat.aspx)

**3.2 GENERAL INSTALLATION**

- 3.2.1 Pricing with installation shall include any/all fittings, caps, cleanouts, etc.
- 3.2.2 Dry well items shall include all piping, drilling, filter fabric, cleanouts, backfilling, and septic aggregate. Shall include all requirements/equipment to make the dry wells complete and operational.
- 3.2.3 Anne Arundel County shall obtain all perc applications.

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- 3.2.4 Successful Bidder shall call Miss Utility for utility markings prior to beginning any work. The County shall mark private utilities. The Successful Bidder shall be responsible for independently verifying these markings prior to digging and shall take full responsibility for any damage to existing utilities while performing work under this contract.
- 3.2.5 For each job, the Successful Bidder shall assume that a four (4) inch PVC pipe shall be stubbed out of a building past any concrete walkways.
- 3.2.6 System design for each job site shall be the responsibility of the County.
- 3.2.7 All work shall be coordinated with and approved by the Anne Arundel County Department of Health in writing prior to digging.
- 3.2.8 All backfill shall be compacted to minimize settling.
- 3.2.9 All installations shall include removal of old tanks, if required. The County expects the majority of these repairs/installations to be new or retrofitting with added features.
- 3.2.10 Successful Bidder(s) shall provide normal response time for regular work.
- 3.2.11 Successful Bidder(s) shall respond to emergency calls within twenty four (24) hours after notification by the County. Emergency work shall be done during regular work hours.

**3.3 ITEM SPECIFICATIONS**

- 3.3.1 Concrete septic tank, one thousand (1000) gallons, installed with any/all fittings, and cleanouts. Tank shall be approved by the Anne Arundel County Department of Health.
- 3.3.2 Concrete septic tank, traffic bearing, one thousand (1000) gallons. Tank shall be as approved by the Anne Arundel County Department of Health, and the Maryland Department of Transportation. Price shall include installation, with any/all fittings, cleanouts, etc. and approved manholes.
- 3.3.3 Concrete septic tank, one thousand five hundred (1500) gallons, installed with any/all fittings, and cleanouts. Tank shall be as approved by the Anne Arundel County Department of Health.
- 3.3.4 Concrete septic tanks, traffic bearing, one thousand five hundred (1500) gallons. Tank shall be as approved by the Anne Arundel County Department of Health, and the Maryland Department of Transportation. Price shall also include installation, with any/all fittings, cleanouts, approved manholes, and all other associated costs.
- 3.3.5 Distribution box, installed with any/all fittings, and cleanouts. Box shall be as approved by the Anne Arundel County Department of Health.
- 3.3.6 Distribution boxes, traffic bearing, installed with any/all fittings, and cleanouts. Box shall be as approved by the Anne Arundel County Department of Health.

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- 3.3.7 Grease trap, five hundred (500) gallons, installed with any/all fittings, and cleanouts. Trap shall be as approved by the Anne Arundel County Department of Health.
- 3.3.8 Grease traps, traffic bearing, five hundred (500) gallons, installed with any/all fittings, and cleanouts. Trap shall be as approved by the Anne Arundel County Department of Health.
- 3.3.9 PVC piping, Schedule Forty (40) or thin wall (as appropriate to the installation site conditions), 4-inch, in linear feet, installed. Installation shall include fittings, caps, and cleanouts installed.
- 3.3.10 Septic aggregate shall be any aggregate as approved by the Department of Health, including: slag, #57 stone, and  $\frac{3}{4}$  inch washed stone (all industry standards). Price shall be based on the cubic yard, and shall include filter fabric, and the placement of stone in readied trenches. All backfilling shall be included in price bid.
- 3.3.11 Drywell, bored, 9 ft. diameter, installed, and measured in vertical feet. Price shall include all associated cost(s) involved with drilling, piping, filter fabric, septic aggregate, backfilling, and cleanouts.
- 3.3.12 Drywell, bored, 8 ft. diameter, installed, and measured in vertical feet. Price shall include all associated cost(s) involved with drilling, piping, filter fabric, septic aggregate, backfilling, and cleanouts.
- 3.3.13 Drywell, bored, 7 ft. diameter, installed, and measured in vertical feet. Price shall include all associated cost(s) involved with drilling, piping, filter fabric, septic aggregate, backfilling, and cleanouts.
- 3.3.14 Drywell, bored, 6 ft. diameter, installed, and measured in vertical feet. Price shall include all associated cost(s) involved with drilling, piping, filter fabric, septic aggregate, backfilling, and cleanouts.
- 3.3.15 Backhoe, extended hoe, per hour from the time the backhoe reaches the jobsite to the time it leaves the jobsite. Price shall include a trained backhoe operator and all costs associated with operator and equipment.
- 3.3.16 Hauling of excess materials, if required, price per cubic yards of materials, from site to a County-approved dumping facility, or re-used on a properly permitted jobsite. Site shall be left in machine-graded condition, seeded, and covered with straw. Old tanks that need to be hauled away from the site and disposed of shall be based on weight by the ton.
- 3.3.17 Site refurbishing shall include back-dragging with machine so no ruts or depressions are visible. Site shall be left in machine-graded condition, seeded, and covered with straw. Estimates shall be in square yards.
- 3.3.18 Rock excavation, measured in cubic yards, remove from job site to a County approved dumping facility.

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- 3.3.19 Perc test, using backhoe up to eighteen (18) foot depth. Test shall include meeting with the Anne Arundel County Department of Health, digging a maximum of three (3) holes to a maximum depth of eighteen (18) feet, performing the Perc test, backfilling, and grading all disturbed areas with a machine bucket. Any additional required digging of holes shall be paid as per item 3.3.15 (backhoe) description.
- 3.3.20 Perc test, boring rig up to seventy (70) foot depth. Test shall include meeting with the Anne Arundel County Department of Health, digging one (1) single hole up to seventy (70) feet in depth, perform Perc test, backfilling, and grading all disturbed areas with a machine bucket.
- 3.3.21 Pump out old septic system, per 100 gallons. This item shall be used to empty any existing tanks as part of any repair/replacement job(s).
- 3.3.22 Nutrient Reduction Best Available Technology (BAT) Hoot BNR as manufactured by Hoot Systems, LLC [www.hootsystems.com](http://www.hootsystems.com)
- 3.3.23 Nutrient Reduction Best Available Technology (BAT) AdvanTex® AX as manufactured by Orenco Systems®, Inc. [www.orenco.com](http://www.orenco.com)
- 3.3.24 Nutrient Reduction Best Available Technology (BAT) Singulair TNT as manufactured by Norwalk Wastewater Equipment Company, Inc (Norweco) [www.norweco.com](http://www.norweco.com)
- 3.3.25 Nutrient Reduction Best Available Technology (BAT) Septic Tech® as manufactured by Septic Tech, Inc. [www.septictech.com](http://www.septictech.com)
- 3.3.26 Foreman, regular time only, for repair/maintenance of septic systems.
- 3.3.27 Laborer, regular time only, for repair/maintenance of septic systems.
- 3.3.28 Miscellaneous materials shall be considered any materials used that are not covered under any specific item above, and are related to each job. Materials shall be itemized on the quote and invoice, include any applicable sales tax. Miscellaneous materials are also subject to clause 3.4 below.

**3.4 MISCELLANEOUS MATERIALS**

- 3.4.1 Any and all materials normally stocked and used by the Successful Bidder for the task as specified shall be included in the unit pricing as bid on the Bid Response Form unless that material is specifically priced separately on the Bid Response Form. Shop materials (i.e., grease, oil, rags, fasteners, etc.) are considered stocked items and thus, shall be included in the labor rate or unit pricing as bid. Any materials not normally stocked and used by the Successful Bidder (including bonds and permits as appropriate) that may be required from time to time and are not included in the unit line items shall be identified as “Miscellaneous Materials”. Miscellaneous Materials may be purchased off this Contract only in conjunction with other services as listed in this IFB and as provided by the Successful Bidder. The purchase of Miscellaneous Materials only shall not be allowed.
- 3.4.2 Miscellaneous Materials shall be considered a reimbursable expense under the following conditions:

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1. the materials are identified and listed on the quote for that individual project; and
  2. the materials are accepted by the County as being required to complete the project; and
  3. the Successful Bidder can provide a receipt from the Successful Bidder's supplier clearly identifying the material and the unit price charged.
- 3.4.3 Miscellaneous Materials shall be reimbursed at the Successful Bidders final cost (after all rebates and discounts). The Successful Bidder shall make every effort to obtain the best available pricing for any purchase made on the County's behalf. The County shall have the right to review pricing and to require the Successful Bidder to use another source if lower pricing can be found.
- 3.4.4 The Successful Bidder's invoice shall itemize each material to be reimbursed and a copy of the invoice from the Successful Bidder's supplier shall be attached. Items for which an invoice is not available shall not be charged to the County and shall be considered as included in the labor rates or unit pricing in this IFB as bid.

**3.5 SUCCESSFUL BIDDER QUALIFICATIONS (Pass/Fail):**

- 3.5.1 The Successful Bidder shall be a dealer, authorized by at least one (1) BAT equipment manufacturer, stocking equipment and repair parts for new septic systems.
- 3.5.2 The Successful Bidder shall be authorized and certified by at least one (1) BAT equipment manufacturer(s) to perform on-site repair service and scheduled preventive maintenance.
- 3.5.3 The Successful Bidder shall be capable of supplying service and normal repair parts within twenty-four (24) hours of request; special parts shall be available within forty-eight (48) hours of request.
- 3.5.4 The Successful Bidder shall supply the services of technical representative(s) for the specified equipment during the initial three (3)-month period for phone consultation and/or on-site consultation as requested by the County. Such technical services provided shall be at no additional cost to the County.
- 3.5.5 The Bidder shall provide in writing no less than three (3) projects within the last three (3) years where the Bidder has completed similar work, and supply the County with the list of projects with contacts and phone numbers for verification. This shall be provided with the Bid Response.

**3.6 WARRANTY:**

- 3.6.1 New septic systems shall be warranted by the Successful Bidder to be free from defects in workmanship and materials for a period of not less than two (2) years from date of acceptance by the County.
- 3.6.2 The Successful Bidder shall provide all warranty service to the County at no additional cost.

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- 3.6.3 The Bidder shall indicate any and all equipment components purchased by the manufacturer and supplied as integral parts of his unit (such as motors, controls, etc.) which the manufacturer will not warrant under his two (2) year guarantee. All such components shall be itemized by the Bidder and/or manufacturer indicating component name, quantity, original manufacturer, original manufacturer component warranty, and authorized local warranty service agent (name, address, and phone number). The Bidder shall submit this itemized list to the County with the Bid Response.
- 3.6.4 The Bidder shall itemize and submit to the County with the Bid Response a list of any and all equipment parts for which no warranty is provided. These parts may include those designed to wear under normal use.
- 3.6.5 All third party warranty service shall be coordinated by the Successful Bidder. It is the Successful Bidder's responsibility to ensure that third party manufacturers and service agents are in compliance with these Specifications.
- 3.6.6 The Bidder shall supply the written precise terms of warranty and terms and conditions of sale to the County with the Bid Response.

**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid. \*\***

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

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**BID RESPONSE FORM**

(Submit Original and One Duplicate Copy)

Purchasing Agent  
The Heritage Office Complex  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated December 20, 2011, and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

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<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
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Item #1:	Concrete Septic Tank, installed 1000 gallon	5	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

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Item #2:	Concrete Septic Tank, installed Traffic bearing, 1000 gallons	2	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

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Item #3:	Concrete Septic Tank, installed 1500 gallons	5	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

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**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #4:	Concrete Septic Tank, installed Traffic bearing, 1500 gallons	2	Ea.	\$ _____	\$ _____

Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #5:	Distribution Box, installed	10	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #6:	Distribution Box, installed Traffic bearing	5	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #7:	Grease Trap, installed 500 gallons	10	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #8:	Grease trap, installed Traffic bearing, 500 gallon	2	Ea.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #9:	Piping, PVC, Schedule 40 4-inch, installed	2000	Linear Ft.	\$ _____	\$ _____

Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Item #10:	Piping, PVC, thin wall, 4-inch, installed	1000	Linear Ft.	\$ _____	\$ _____
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Make & Model Bid: \_\_\_\_\_

Statement of Warranty \_\_\_\_\_

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #11:	Septic Aggregate Deliver and Install:				
	a) Washed Gravel	2000	Cubic Yds.	\$ _____	\$ _____
	b) Slag	2000	Cubic Yds.	\$ _____	\$ _____
	c) #57 Stone	2000	Cubic Yds.	\$ _____	\$ _____

Delivery and installation shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #12:	Drywell, bored, installed 9-foot diameter	1000	Vertical Ft.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #13:	Drywell, bored, installed 8-foot diameter	1000	Vertical Ft.	\$ _____	\$ _____

Statement of Warranty \_\_\_\_\_

Services shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #14:	Drywell, bored, installed 7-foot diameter	1000	Vertical Ft.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Services shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #15:	Drywell, bored, installed 6-foot diameter	1000	Vertical Ft.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Services shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #16:	Backhoe, extended hoe	500	Hours	\$ _____	\$ _____
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Item #17:	Haul and dispose of				
	a) Excess materials	500	Cubic Yds.	\$ _____	\$ _____
	b) Old tanks	30	Tons	\$ _____	\$ _____

Item #18:	Site refurbishing	12,000	Square Yards	\$ _____	\$ _____
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Item #19:	Rock excavation	100	Cubic Yds.	\$ _____	\$ _____
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**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #20:	Perc test, backhoe up to 18 feet depth	25	Ea.	\$ _____	\$ _____

Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #21:	Perc test, boring rig up to 70 feet depth	25	Ea.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #22:	Pump old septic system Per 100 gallons	100	100 Gal.	\$ _____	\$ _____
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Item #23:	HOOT BNR System	1	Ea.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #24:	Advantex® AX System	1	Ea.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #25:	Singlair TNT System	1	Ea.	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #26:	Septic Tech System	1	Ea.	\$ _____	\$ _____

Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #27:	Foreman, regular time only, for repair/maintenance of septic systems.	40	Hr	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #28:	Laborer, regular time only, for repair/maintenance of septic systems.	80	Hr	\$ _____	\$ _____
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Statement of Warranty \_\_\_\_\_

Delivery shall be completed within \_\_\_\_\_ calendar days after receipt of order.

Item #29:	Miscellaneous Materials, Reimbursed at cost, per Specifications	\$15,000	(reimbursed) =	\$15,000.00
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(Include this amount in the Grand Total below.)

**Grand Total for all Items Inclusive (Lines 1 – 29 Extended Price)**    \$ \_\_\_\_\_

**The person signing the Bid Response shall initial any alterations in figures on this form in ink.**

**The Bidder certifies that this Bid Response has been duly authorized and approved by all required organizational action of the Bidder.**

**The person executing this Bid Response on behalf of the Bidder certifies that he or she has the legal and organizational authority to do so.**

Bidder's Company Name: \_\_\_\_\_

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

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**Vendor Information Form**

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: \_\_\_\_\_  
Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: \_\_\_\_\_

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

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone: (Toll Free #, if applicable) \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Terms of Payment: \_\_\_\_\_

Contact Name and Title:  Mr.  Mrs.  Ms. \_\_\_\_\_

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

Website Address, if available: \_\_\_\_\_

Registration # Issued by the MD Dept. of Assessment and Taxation\*: \_\_\_\_\_

(\*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: \_\_\_\_\_

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

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations  Black Male  Black Woman  Women  Asian  Hispanic  None

Printed Name and Title of Agent:  Mr. :  Mrs. :  Ms. \_\_\_\_\_

Signature of Agent\*: \_\_\_\_\_

(\*See Section 1.25 – Signatures Required for Legal Entities)

**The person signing the Bid Response shall initial any alterations in figures on this form in ink.**

We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

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**AFFIDAVIT**

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

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners, or any  
(Contractor/Bidder/Offeror)  
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/Offeror)  
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/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

(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/Offeror: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

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**RELATED EXPERIENCES AND REFERENCES**

This section of the Bid shall establish the ability of the Bidder to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide no less than three (3) examples of similar projects that Bidder has undertaken (indicating current status of the project) within the last three (3) years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

**REFERENCE #1:**

Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_  
Current Status of Project: \_\_\_\_\_  
Start and End Date: \_\_\_\_\_

**REFERENCE #2:**

Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_  
Current Status of Project: \_\_\_\_\_  
Start and End Date: \_\_\_\_\_

**REFERENCE #3:**

Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_  
Current Status of Project: \_\_\_\_\_  
Start and End Date: \_\_\_\_\_

**Bidder's Company Name** \_\_\_\_\_

**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**IFB NO. 12-007**  
**SEPTIC SYSTEMS: REPAIR, UPGRADE, REPLACE**

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**Sample AGREEMENT FOR SERVICES (do NOT complete at this time)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Anne Arundel County, Maryland (the “County”), and \_\_\_\_\_ (the “Contractor”).

WHEREAS, the County issued IFB No. \_\_\_\_\_, entitled “\_\_\_\_\_”, a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor’s technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the “Work”).

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

4. If the term of this Agreement extends beyond the County’s current fiscal year, this Agreement is conditioned upon and subject to appropriation and availability of funds for that part of the term of this Agreement that extends beyond the County’s current fiscal year.

5. The Contractor certifies that this Agreement has been duly authorized and

