

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014
BID ANNOUNCEMENT – EXPEDITED BID

BID TITLE: **Paving and ADA Improvements at Dublin and George D. Lisby Elementary Schools (Re-Advertisement)**

BID NUMBER: **25-JHP-001**

BID OPENING DATE AND TIME: **July 24, 2024, 2:30 pm local time**

BID OPENING /
BID EMAIL SUBMITTAL ADDRESS: Bid Opening will be online via Teams at the following:
Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 215 763 629 83
Passcode: tGJYYJ

Dial in by phone
[+1 240-600-1475,,707578256#](#) United States, Bethesda
[Find a local number](#)
Phone conference ID: 707 578 256#
For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Submit your bid via electronically to bids@hcps.org.

PROCUREMENT AGENT: Jennifer Horner, CPPB
410-809-6044
Jennifer.Horner@hcps.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on **July 11, 2024**.

ADDENDUM ISSUED: No later than **July 16, 2024**.

SITE INSPECTION: Contact Paul Kline at 410-688-5953 or Paul.Kline@hcps.org to schedule a site visit.

BONDING REQUIRED: Bid Bond – Certified **(Per Project)**
Performance Bond
Payment Bond

MBE DOCUMENTS REQUIRED: Attachment 1A **(Per Project)** – (PSC # N/A)
MBE Utilization and Fair Solicitation Affidavit
MBE Participation Schedule (Base Bid Only)
Signature Page

OTHER REQUIREMENTS: Prevailing Wages – Not Required
Liquidated Damages – Not Required

TIMELY DELIVERY OF BID DOCUMENTS: Bids must be received in the Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time.

It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools

Bidders may obtain the Solicitation Documents by downloading the information at our website:
www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at
<https://www.hcps.org/departments/BusinessServices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups. In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.

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**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

INSTRUCTION TO BIDDERS

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the solicitation.

1.0 AN INVITATION TO BID SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Contractors/Bidders to submit a bid. These specifications and requirements are intended to cover the procurement of services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment and supervision of labor and subcontractors to complete requirements as identified by HCPS.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. **Late bids will be rejected.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- 1.8 The Awarded Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Bidder's compliance with specifications.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an

authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.

- 2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or employees. It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.
- 2.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.
- 2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.
- 2.5 Bid Opening
 - 2.5.1 At the public opening of the Bid, the Bidder's names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.
 - 2.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.
 - 2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
 - 2.5.4 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
 - 2.5.5 Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Procurement Supervisor will be the final determinate of what is a minor irregularity.
 - 2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.
 - 2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.
 - 2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.

2.5.9 Up to and including the time for bid opening, a bidder may correct a defect or variation with respect to the Bid Bond, acknowledgement or addenda or MBE submission material.

- 2.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve them from any obligation in respect of their bid.

3.0 AWARD OR REJECTION OF BIDS

- 3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.
- 3.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.
- 3.4 Each bidder cannot offer more than one (1) bid submittal.
- 3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.
- 3.6 HCPS reserves the right to reject any or all bids.
- 3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 ANNULMENTS AND RESERVATIONS

- 4.1 Conditional proposals will not be considered.
- 4.2 HCPS reserves the right to waive technical defects within submittals.
- 4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 4.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 4.5 Unbalanced proposals will not be accepted.
- 4.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

- 5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.
- 5.2 Each participating jurisdiction or agency shall enter into its own contract, if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Procurement Manual.

7.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

8.0 BID PRICES

- 8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.
- 8.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 8.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- 8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 ADDENDA

- 9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Procurement Department.
- 9.2 Addenda notices will be posted on the Procurement Department web site at www.hcps.org, as well as eMaryland Marketplace.
- 9.3 No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.
- 9.4 Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 RIGHT OF SELECTION

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

11.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

12.0 INSURANCE

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.

13.0 BID SECURITY – WHEN REQUIRED

- 13.1 If so, stipulated in the Advertisement, Bid Announcement, or supplementary instructions to bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with HCPS on the terms stated in the Solicitation and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to HCPS as liquidated damages, not as a penalty. **This bond must be provided with the Proposal/Bid submission and failure to do so may be cause for rejection of the Bid as being non-responsive. The cost of the Bid Bond will be borne by the Bidder(s) in all instances.**
- 13.2 If a surety bond is required, it shall be written on the appropriate AIA Document, Bid Bond, unless otherwise provided in the Bidding Documents and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of the power of attorney. *Individual surety bonds as detailed in State of Maryland COMAR 21.06.07.01 are also acceptable through an authorized individual surety agent.*
- 13.3 HCPS will have the right to retain the Bid Security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that bids may be withdrawn or (c) all proposals/bids have been rejected.
- 13.4 All bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used that is not on this list, the Contract will be *Terminated for Default* or if the required bond is a bid bond, this is just cause for rejection of the Bid as being non-responsive.
- 13.5 Performance Bonds and/or Payment Bonds may be required for proposals/bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) days of receipt of the Notice of Intent to Award and in accordance with the terms stated below. The cost of the Performance Bond and/or Payment Bond will be borne by the Bidder(s) in all instances.
- 13.5.1 Performance Bond may be required for contracts and/or awards of contracts in excess of \$100,000.00 for the amount of 100% of the contract price to cover faithful performance of the Contract. Simultaneously with their delivery of the executed contract, the Award Bidder must deliver to HCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of their contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Standard Bond Form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Harford County Public Schools and are authorized to transact business in this State. **Performance Bonds shall be made out in the name of the "Board of Education of Harford County".**
- 13.5.2 Payment Bonds may be required for contracts and/or awards of construction contracts in excess of \$100,000.00 for the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by HCPS. Payment Bonds shall be made out in the name of the **"Board of Education of Harford County"**.

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**GENERAL TERMS AND CONDITIONS
Construction**

1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

- 1.1 HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education of Harford County.
- 1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Procurement shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.
- 1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

- 4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

- 4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
- 4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.
- 4.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 4.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

- 5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.
- 5.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 *et seq.* of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

8.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

- 9.1 Bidder, proposer, offeror, vendor, and contractor all have the same meaning and may be used interchangeably.
- 9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:

- 10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- 10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

11.0 SAFETY AND CODE REQUIREMENTS

- 11.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 11.2 The Contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.
- 11.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Contractor.

12.0 CONTRACTOR'S OBLIGATION

- 12.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.
- 12.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval

will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.

- 12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 12.7 Awarded Bidder is responsible for protecting all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

13.0 PROTECTION OF WORK AND PROPERTY

- 13.1 The Contractor will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Contractor or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.
- 13.2 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- 13.3 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 13.4 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.
- 13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

14.0 DIRECT DAMAGES

HCPS reserves the right to pursue any and all damages against the Awarded Bidder or against any bond or surety relating to the contract in the event of a breach of the Contract by the Awarded Bidder.

15.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the contractor's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

16.0 SUBSTITUTIONS

Bids shall be based upon the materials, systems, and equipment required by the bidding documents without exception.

17.0 GUARANTEE AND WARRANTY

- 17.1 The Awarded Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Awarded Bidder, its subcontractors or suppliers for a period of at least one (1) year from the date of acceptance of the installation by HCPS. If the manufacturer warrants equipment for a period longer than one year, the Awarded Bidder shall pass through this extended warranty to HCPS.
- 17.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.
- 17.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

18.0 AWARDED BIDDER'S RESPONSIBILITY

- 18.1 Awarded Bidders may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 18.2 Awarded Bidders are responsible for protecting all existing and newly installed work, materials, equipment and landscaping. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 18.3 Awarded Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.
- 18.4 Awarded Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance shall Awarded Bidders use HCPS garbage and/or recycling dumpsters to dispose of debris.
- 18.5 Unless otherwise stipulated, HCPS shall provide and pay for water, heat, telephone and utilities used or consumed by the Awarded Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Awarded Bidder shall install and pay for the costs of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat and utilities.
- 18.6 Awarded Bidders are responsible for coordinating planned interruptions of utility service with HCPS.
- 18.7 Awarded Bidders are responsible for notifying HCPS of any occurrence of pre-existing condition that would prevent the completion of work as specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by HCPS. HCPS assumes no responsibility for verbal changes in the Scope of Work or cost. Contract/Scope changes must be reflected in an authorized change order approved by the Supervisor of Procurement.
- 18.8 Awarded Bidders may be responsible at the discretion of HCPS to complete the American Institute of

Architects (AIA) Abbreviated Form of Agreement between HCPS and Awarded Bidder.

- 18.9 Awarded Bidders are responsible for providing their own materials, tools, and equipment. HCPS assumes no responsibility for vandalism or theft of Awarded Bidder's property.
- 18.10 At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specifications, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.
- 18.11 Awarded Bidder shall be responsible for ensuring that employees assigned to HCPS sites, either employed by Awarded Bidder or their subcontractor(s), have successfully passed a criminal background check, to the satisfaction of Harford County Public Schools. The Awarded Bidder shall not use any employees, including subcontractor employees, that are hired or obtained from any penal pre-release or work-release programs.

19.0 **SAFETY AND CODE REQUIREMENTS**

All materials and labor shall comply with the following requirements:

- 19.1 Awarded Bidder shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 19.2 Awarded Bidder shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.
- 19.3 Awarded Bidder shall submit Safety Data Sheets (SDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Awarded Bidder must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Awarded Bidder. Failure on the part of the Awarded Bidder to furnish the necessary SDS sheets will result in the withholding of final payment.
- 19.4 Standards are as defined in the latest issue from the following:

AABC	Associated Air Balance Council
ADC	Air Diffusion Council
AGA	American Gas Association
ADA	American's With Disabilities Act
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
COBA	Council of American Building Officials
CPSC	Consumer Product Safety Commission
CS	Commercial Standard
FM	Factory Mutual
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
MSSP	Manufacturers Standards Society of the Valve and Fittings Industry
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

- 19.5 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by Polarized Light Microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.
- 19.6 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager.
- 19.7 All Harford County codes and regulations including the latest edition of The International Building Code are relevant.
- 19.8 Awarded Bidder shall insure that all modifications address the provisions of the ADA.

20.0 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Awarded Bidder encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by HCPS or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Awarded Bidder shall notify HCPS of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation the conditions. If such conditions differ materially and cause an increase or decrease in the Awarded Bidder's cost of, or time required for, performance of any part of the work or services, the Awarded Bidder shall be entitled to, and HCPS shall consent in writing to, an equitable adjustment in the amounts paid to the Awarded Bidder pursuant to this Agreement, the times for performance or both.

21.0 INDEMNIFICATION

- 21.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 21.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.
- 21.3 The obligations of the Awarded Bidder within this indemnification shall not extend to the liability of the

Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

22.0 ACCESS TO FACILITIES FOR PERFORMANCE

From the date hereof and throughout the term of this agreement, the Awarded Bidder shall have reasonable access to the Facilities and relevant personnel of HCPS to perform its obligations and to investigate performance of the equipment, systems and operations of the Facilities.

23.0 SUSPENSION OF WORK

- 23.1 HCPS may unilaterally order the Awarded Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be appropriate for the convenience of HCPS. Such suspensions, delays or interruptions should be for less than sixty (60) days unless there are extenuating circumstances.
- 23.2 The times required, and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay or interruption.
- 23.3 HCPS will compensate the Awarded Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to the operation of the Facility and any offsite storage cost(s) besides the Awarded Bidder's facility that had to be used to store materials related to the work. The Awarded Bidder shall, at the suspension of work, notify the HCPS of any such charges stating the monetary damages that will incur and shall document weekly in writing to the HCPS the cumulative costs during the delay period. In no way will any approved delay affect the warranty period regarding any accepted completion by the HCPS relating to equipment installed by the Awarded Bidder, its subcontractors, and suppliers.

24.0 DELAYS, EXTENSIONS OF TIME

- 24.1 The Bidder agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this bid in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the Contract. The Bidder acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is the Supervisor of Procurement. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Bidder before the extension and/or change takes place and approved in writing by HCPS.
- 24.2 Any delays by the Awarded Bidder to commence work will not change the Completion Date or relinquish the Awarded Bidder from the responsibility of meeting the established completion requirements by the Completion Date unless written permission has been granted from the Supervisor of Procurement.

25.0 HAZARDOUS MATERIALS

- 25.1 The Awarded Bidder's work and other services pursuant to or in connection with this Agreement includes work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Awarded Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Awarded Bidder's work or any other services and HCPS has disclosed to the Awarded Bidder the existence and location of any Hazardous Materials in all areas within which the Awarded Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Awarded Bidder prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Awarded Bidder.

- 25.2 Should the Awarded Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Awarded Bidder shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Awarded Bidder shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, the Awarded Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

26.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$50,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

27.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

If the estimated cost of the Contract is \$250,000 or more and if State funds will be 25% or more, the Contract shall meet the prevailing wage requirements contained in Chapter 57, 2020 Md. Laws, effective October 1, 2021. Prevailing wage rates are required for the appropriate trades included in the project and must be reflected in the Bids submitted. HCPS is required to include a notation in the Bid Announcement and advertisement that, "PREVAILING WAGE RATES ARE APPLICABLE TO THIS PROJECT". Questions regarding the prevailing wage rate process or procedure may be directed to the Administrator of the Prevailing Wage Program, State of Maryland.

28.0 ROYALTIES AND PATENTS

The Awarded Bidder shall pay all royalties and license fees. The Awarded Bidder shall defend suits or claims for infringement of patent rights and shall hold HCPS, Construction Manager, and/or the Architect/Engineer/Designer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Awarded Bidder has reason to believe that the required design process or product is an infringement of a patent, the Awarded Bidder shall be responsible for such loss unless such information is promptly furnished to HCPS and/or the Architect/Engineer/Designer.

29.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

30.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 30.1 HCPS requires an awarded bidder to have on site, a full-time interpreter that is fluent in speaking and understanding an employee's native language if the Contractor has on site an employee that does not speak English.
- 30.2 Failure of an awarded bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate Termination for Cause.

31.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 31.1 If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is

prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.

- 31.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 31.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 31.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 31.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 31.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 31.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

32.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

- 32.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - 32.1.1 Effective July 1, 2019
 - 32.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - 32.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

33.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized.

When applicable, a special section in the bid documents will be included as “Minority Business Enterprise Procedures”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the Bid is non-responsive. If the Contractor is deemed the apparent low bidder, the Minority Business Enterprise documentation described in the bid documents must be submitted within ten (10) working days of receiving notification of potential award.

For projects estimated to be over \$50,000, “The Bidder or Offeror is required to submit with its bid or proposal a completed Attachment 1A - MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents. If Attachment 1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, are not submitted with the Bid at the time of opening, the Bid will be deemed non-responsive and not considered. The Bidder or Offeror recognizes that their efforts made to initiate contact to solicit and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the Bid or Proposal opening.”

The Contractor shall perform the Contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the Bid or Proposal. Failure to perform the Contract as specified and presented in the Bid or Proposal submission without prior written consent of the Owner shall constitute a violation of a material term of the Contract.

34.0 LABOR AND RATES OF PAY

- 34.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 34.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

35.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

36.0 CONTRACT

The Bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the Formal Contract between the Bidder and HCPS.

37.0 TAXES

- 37.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the

Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.

- 37.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

38.0 DELIVERIES

All supplies and/or materials must be held by the Awarded Bidder until needed at the site unless they can be stored in the area in which the work is to be done and that area has been closed to occupant usage. The Awarded Bidder shall obtain the permission of the HCPS representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Awarded Bidder shall be responsible for any and all accidents caused by negligence from this source. HCPS does not accept responsibility for losses of material or equipment, regardless of approval to store, in any institution's facilities or grounds.

39.0 INSPECTIONS/CORRECTION OF WORK

All work and materials, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of HCPS who shall be the final judge of the quality and suitability of the work, materials, process of manufacturer and methods of construction for the purposes for which they are contracted and used. Should they fail to meet the necessary approval, they shall be corrected, made good or replaced at the Contractor's expense, and to the complete satisfaction of HCPS. Rejected material shall be immediately removed from the site. Failure to correct the work shall be grounds for immediate termination of the Contract.

40.0 COMPLIANCE WITH SPECIFICATIONS

- 40.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.
- 40.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 40.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 40.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 40.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 40.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Bidder/Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations or changes to the bid document or from the specifications as written may result in rejection of the Bidder's/Offeror's proposal or materials delivered.

41.0 BILLING AND PAYMENT

- 41.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable email address at APInvoice@hcps.org, unless otherwise specified.

- 41.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 41.3 Standard HCPS payment terms are net thirty (30) days.
- 41.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

42.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 42.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 42.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

43.0 CONFLICTS OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

44.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions

45.0 IT ACCESSIBILITY PROGRAM

- 45.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.
- 45.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.2.

46.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- 46.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.2 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.

46.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.2 [W3C WCAG 2.2 Now Available](#) (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](#) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).

46.3 For digital tools, vendors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

46.4 Vendor Notice of Equivalent Access Standards

In accordance with Md. Code Ann., Educ., § 7-910, “equivalent access” includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

“Equivalent access” includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

“Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

46.5 Accessibility Indemnification and Guarantees

46.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

46.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.2 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

46.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

46.6 Third-Party Technology

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

47. FORCE MAJEURE

- 47.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 47.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.
- 47.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS
Construction General**

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants

specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor's Liability Insurance**

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of **\$1,000,000** per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000	Per occurrence;
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\$5,000,000	Aggregate for other than products/completed operations and auto liability; and
\$5,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 Contractors pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean -up costs on and off the Project site, with minimum limits of:

\$ 1,000,000	Each Pollution Incident; and
\$ 2,000,000	Annual Aggregate.

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

(Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" **or** a manuscript endorsement with the above wording is required.

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

- 2.1.8 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:
- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

**HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014**

BID SPECIFICATIONS

BID #25-JHP-001

**Paving and ADA Improvements at Dublin and
George D. Lisby Elementary Schools
(Re-Advertisement)**

1. INTENT

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instruction to Bidders, are intended to furnish all necessary permits, plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to perform all work necessary to improve the pavement and ADA site facilities at the following locations:
 - 1.1.1 Dublin Elementary School
1527 Whiteford Road
Street, MD 21154
 - 1.1.2 George D. Lisby Elementary School
810 Edmund Street
Aberdeen, MD 21001
- 1.2 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.
- 1.3 The contract resulting from this solicitation will be coordinated through the Facilities Department.

2. SCOPE OF WORK

- 2.1 This solicitation and the specifications that follow are being offered to qualify and select a contractor to furnish all permits, plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to perform all work necessary to improve the pavement and ADA site facilities at Dublin and George D. Lisby Elementary Schools. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the Contract.
- 2.2 All work shall be approved by HCPS Facilities Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

3. TECHNICAL SPECIFICATIONS

Please find attached the following:

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

- 3.1 T01 – Title Sheet
- 3.2 G01 – General Notes & Legend
- 3.3 G02 – General Details
- 3.4 G03 – General Details
- 3.5 G04 – General Details
- 3.6 G05 – Signage Details
- 3.7 **Project #1 - Dublin Elementary School (Contract #25-JHP-001.1)**
 - 3.7.1 C01 – Existing Conditions & Demolition Plan
 - 3.7.2 C02 – Site Plan
 - 3.7.3 C03 – Grading Plan
 - 3.7.4 C04 – Signage & Marking Plan
 - 3.7.5 SWM1 – SWM Site Plan
 - 3.7.6 SWM2 – Ex Drainage Area Map
 - 3.7.7 SWM3 – Prop Site & ESD Drainage Area Map
 - 3.7.8 SWM4 – ESD & Storm Drain Profiles
 - 3.7.9 SWM5 – SWM Detail Views
 - 3.7.10 SWM6 – SWM Notes & Details
 - 3.7.11 SWM-7 – SWM Details & Borings
 - 3.7.12 SWM8 – SWM & ESC Overlay Plan
 - 3.7.13 SWM9 – SWM Landscape Plan
 - 3.7.14 SWM10 – SWM Landscape Notes
 - 3.7.15 SC1 – SWM & ESC Overlay Plan
 - 3.7.16 SC2 – Ex Drainage Area Map
 - 3.7.17 SC3 – Prop Site & ESD Drainage Area Map
 - 3.7.18 SC4 – ESC Notes
 - 3.7.19 SC5 – ESC Details
 - 3.7.20 LP1 – Landscape Plan
 - 3.7.21 E-1 – Electrical and Photometric Plan
 - 3.7.22 E-2 – Power Riser and Schedules
- 3.8 **Project #2 – George D. Lisby Elementary School (Contract #25-JHP-001.2)**
 - 3.8.1 C01 – Existing Conditions & Demolition Plan
 - 3.8.2 C02 – Site Plan
 - 3.8.3 C03 – Grading Plan
 - 3.8.4 C04 – Signage & Marking Plan
 - 3.8.5 SWM1 – SWM Site Plan
 - 3.8.6 SWM-2 – Ex Drainage Area Map
 - 3.8.7 SWM3 – Prop Drainage Area Map
 - 3.8.8 SWM4 – ESD Notes & Details
 - 3.8.9 SWM5 – ESD Notes & Details
 - 3.8.10 SWM6 – SWM Notes & Details
 - 3.8.11 SWM7 – SWM7 - SWM Details & Borings
 - 3.8.12 SWM8 – SWM & ESC Overlay Plan

- 3.8.13 SWM-9 – SGW Landscape Plan
- 3.8.14 SC1 – SWM & ESC Overlay Plan
- 3.8.15 SC2 – Ex Drainage Area Map
- 3.8.16 SC3 – Prop Drainage Area Map
- 3.8.17 SC4 – ESC Notes
- 3.8.18 SC5 – ESC Details
- 3.8.19 E-1 – Electrical and Photometric Plan
- 3.8.20 E-2 – Power Riser and Schedules

3.9 Revision Notes

- 3.9.1 Frederick Ward will be providing the construction Stakeout.
- 3.9.2 The silt sock **cannot** be the replacement for the silt fence on pavement section.
- 3.9.3 Under Project Requirements (Contingent Items) – Hot Asphalt Pavement, SY 4-inch depth.
- 3.9.4 Special Conditions 1-F – The 6 ft. chain link fence is limited to around the area of the new parking lot pavement area, SWM and Storm Drain construction, it does not include the resurfacing alternate areas.
- 3.9.5 Drawings – The 7-inch curb is in the pavement returns that are located in the road right of way. The 6-inch curb is for all the curbs on the school property.
- 3.9.6 Dublin Elementary C01 – In the hash area at the back lot top left side of the lot, the gravel area will be removed, and new full depth pavement will be installed.
- 3.9.7 Dublin Elementary C01 – The two play lots are to be removed and disposed of.
- 3.9.8 Dublin Elementary C01 – Both humps are to be 6-inch concrete pavement section.
- 3.9.9 Dublin Elementary SC1 – The play lots are not part of this project.
- 3.9.10 Dublin Elementary SC1 – The Grange Drive parking area is to be full depth pavement installation.
- 3.9.11 Dublin Elementary SC1 – The main parking lot area is to be widened using a full depth paving section and is to be included in the resurfacing alternative price.
- 3.9.12 George D. Lisby Elementary SC1 – The wash rack is required.
- 3.9.13 Both Locations – Dublin has stone sub-base and the surface will be refreshed and compacted. George D. Lisby does not have stone sub-base and the project calls for 6-inch CR-6 to be installed in the patching areas.

4. **PRE-BID CONFERENCE**

- 4.1 Contact Paul Kline, HCPS Facilities Ground Crew Chief, at 410-688-5953 or by e-mail at Paul.Kline@hcps.org to schedule a site visit.

- 4.2 Bidders are responsible for site visitation and confirmation of existing conditions.
- 4.3 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.
- 4.4 The Awarded Bidder shall be responsible for total requirements and must submit their bid based on a completed installation ready for its intended use.

5. **GENERAL INFORMATION**

- 5.1 It may be necessary for part of the work to be done during the regular school year. Proper identification is a necessity at all times. Safety and security for students and staff is a priority. Contractors and visitors must report to the main office, present photo identification, and sign in when entering the building. School-assigned visitor badges must be worn at all times.
- 5.2 It will be necessary for the Contractor to coordinate with the Grounds Crew Chief of the HCPS Facilities Department to set up a schedule of work during the entire course of the job, so as not to interfere with the normal operation of the school.
- 5.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.
- 5.4 Work hours for this project are from 6:00 am until 5:00 pm, local time, Monday through Friday. Saturday and Sunday can be approved on an as needed basis.

6. **SPECIFIC CONDITIONS**

- 6.1 It is the sole responsibility of the Bidder to call to the attention of Jenifer Horner at Jennifer.Horner@hcps.org, of any discrepancies in specifications, **IN WRITING**, at least **FIVE (5)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.
- 6.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.
- 6.3 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.
- 6.4 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure the safety of all individuals during work, as well as, during operation.
- 6.5 Awarded Bidder(s) shall assume full responsibility and liability for protection of workers and persons occupying areas adjacent to the delivery and pick-up sites, except and unless damage, loss, injury, or illness is caused by the negligence or tortious misconduct of HCPS employees.
- 6.6 Awarded Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents, and this specification.

- 6.7 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).
- 6.8 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.
- 6.9 The Contractor shall be responsible for their work until its completion and final acceptance.
- 6.10 Storage of any tools, equipment, or materials incidental to the performance of the Contract must be coordinated with the Grounds Crew Chief in the HCPS Facilities Department and will be at the Contractor's risk. **NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL.** The Contractor shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.
- 6.11 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Contractor when notified in writing to do so by Harford County Public Schools. If the Contractor shall neglect or refuse to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed. And satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Contractor and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be again offered for use on any contract with Harford County Public Schools.
- 6.12 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations, and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines, and regulations.
- 6.13 The documents contained within this Invitation for Bid constitute the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes, or amendments must be agreed upon in writing and signed by both parties.
- 6.14 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled "Exceptions". Exceptions may deem the bid non-responsive.
- 6.15 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.
- 6.16 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

7. **FORM OF PROPOSAL**

- 7.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.
- 7.2 Bidders do not need to bid on both projects. It is at their discretion whether they choose to bid on Dublin Elementary, George D. Lisby Elementary, or both projects.
- 7.3 **Note that MBE and bonding documentation must be submitted for EACH project. Failure to provide this documentation with your proposal will deem your bid as non-responsive.**
- 7.4 When completing MBE Attachment 1A: MBE Participation Schedule, the amount in Box #6 should only reflect the **Base Bid and Total only**. Do not include any acceptance alternates.

- 7.5 Bidders are asked to provide pricing on contingent items. These items will only be utilized if certain circumstances arise when doing the Work (see attached for more details).
- 7.6 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

8. **AWARD**

- 8.1 Harford County Public Schools intends to award to the lowest responsive and responsible bidder(s) for **each project**.
- 8.2 For Project #1 Dublin Elementary School Lot - HCPS, at their discretion, may choose to award only the BASE BID or combine both the BASE BID and ADD ALTERNATE #1 (Item #A-1) into a single contract award. The Contract will be awarded in its entirety to one (1) bidder for all services requested.
- 8.3 For Project #2 George D. Lisby Elementary School Lot - HCPS, at their discretion, may choose to award only the BASE BID or combine both the BASE BID and ADD ALTERNATE #1 (Item #A-2) into a single contract award. The Contract will be awarded in its entirety to one (1) bidder for all services requested.
- 8.4 HCPS reserves the right to award by line item or in total or make no award. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible bidder(s) offering the lowest pricing and is deemed to be in the best interest of HCPS.
- 8.5 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 8.6 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.
- 8.7 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.
- 8.8 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.
- 8.9 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.
- 8.10 Submission of a bid, in response to this request, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 8.11 HCPS reserves the right to add awarded bidder(s) to this contract, within one (1) year of contract award if the initial awarded bidder(s) cannot fulfill all of the requirements.
- 8.12 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.
- 8.13 In the event the Awarded Bidder(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at

the expense of the Awarded Bidder.

9. **PROJECT TIMELINE**

9.1 Project shall start on or around **August 19, 2024** and **must** be completed by **December 31, 2024**.

9.2 The anticipated HCPS Board contract approval date is August 12, 2024.

10. **ASPHALT RATE ADJUSTMENTS**

10.1 Price Adjustment for Asphalt Binder will be in accordance with Section 504.04.01 (https://www.roads.maryland.gov/ohd2/2018_Standard_Specifications.pdf). The prevailing base indexes price will be the price specified for PG 64S-22 Asphalt Binder currently posted at <https://roads.maryland.gov/mdotsha/pages/Index.aspx?PageId=128> prior to bid opening. This price includes asphalt patching material converted to tons.

10.2 **Bidder is to utilize the asphalt rate for the month submitting the bid (July).** This number can be adjusted at the time of installation.

11. **DISCOUNTS**

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The Awarded Bidder(s) shall also provide any necessary forms and documentation needed to redeem such discounts.

12. **BILLING AND PAYMENT**

12.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.

12.2 Invoices must be submitted to the Accounts Payable Department via email to APInvoice@hcps.org, referencing the Contract and/or Purchase Order number.

12.3 A copy of all invoices are to be sent to the Facilities Department, Attention: Grounds Crew Chief, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number and/or Purchase Order number.

12.4 Invoice must reflect amount provided on the Purchase Order.

12.5 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS' option.

12.6 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

13. **GUARANTEE/WARRANTY**

13.1 From the date of acceptance of the items delivered, the Contractor shall unconditionally guarantee the materials of all equipment furnished by them, for a minimum period of one (1) year or throughout the manufacturer's warranty period, whichever is longer.

13.2 If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Harford County Public Schools are due to faulty design, upon notification, the Contractor, at his expense, shall repair and/or adjust the equipment or parts to correct the conditions, or he shall replace the part or entire unit to the complete satisfaction of HCPS. These repairs, replacements, or adjustments shall be made only at such times as designated by the authorized representative of HCPS and least detrimental to the school's program.

- 13.3 All warranties, expressed or implied, shall survive delivery, inspection, acceptance, and payment.

14. **TAXES AND PERMITS**

- 14.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair, or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.
- 14.2 Awarded Bidder(s) shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

15. **PROTECTION OF WORK AND PROPERTY**

- 15.1 The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.
- 15.2 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder shall perform the work so as not to interfere with HCPS operations. The Awarded Contractor is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.
- 15.3 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- 15.4 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 15.5 The Awarded Bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the Work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.
- 15.6 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by Awarded Contractor to the satisfaction of HCPS.
- 15.7 Deliveries of equipment and other materials must be done with the Awarded Bidder present and stored on site as indicated by the Facilities Department.

16. **PROFESSIONALISM**

- 16.1 HCPS requires all work to be completed utilizing "Professional Workmanship". HCPS shall monitor and examine the services provided and shall only accept "Professional Workmanship". The following shall be considered some reasons for immediate termination of a company.

- 16.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick-up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not complete in a timely fashion.
- 16.1.2 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS. The individuals doing the work at HCPS shall:
 - 16.1.2.1 be properly trained and experienced to perform services as specified.
 - 16.1.2.2 refrain from any comments or gestures to the students and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
 - 16.1.2.3 be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt or hat.
 - 16.1.2.4 abide by the HCPS no smoking policy. HCPS maintains a Tobacco-Free environment. Furthermore, HCPS policy prohibits gambling, alcohol, drugs and obscene or abusive language.
- 16.2 Immediate termination of a company for not providing "Professional Workmanship" as determined by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:
 - 16.2.1 Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount HCPS owes that Awarded Bidder, the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.

17. **SUBCONTRACTORS**

- 17.1 All subcontractors, prior to their use by the Awarded Bidder in any HCPS facility, must be approved by HCPS. **Awarded Bidder shall submit with their bid a list of subcontractors that they will employ and utilize for HCPS work.** The responsibility for updating this list is the Awarded Bidder and utilization of a HCPS non-approved subcontractor is grounds for suspension or termination. This is in addition to any special provisions, which may apply as a result of MBE/WBE requirements, which may become part of this solicitation.
- 17.2 The Awarded Bidder shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof. The Awarded Bidder shall provide the name of the Subcontractor(s) they intend employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the Bid Specifications and/or HCPS. The information may be used in considering the potential performance capabilities of the Subcontractor(s).

18. **BOND REQUIREMENTS**

- 18.1 Bond requirements are to be submitted **per project**.
- 18.2 **Bid Bond** – The standard Form of "Bid Bond", Document No. A-310 issued by the American Institute of Architects shall be used by the Bidder. The amount of the bond shall be 5% of the Base Bid Sum without regard to any alternates. The original document should be mailed to 102 S.

Hickory Avenue, Attn: Jennifer Horner - Procurement Department, Bel Air, MD 21014. **A copy of the Bid Bond shall be submitted with your electronic bid submittal, or your bid will be deemed non-responsive.**

- 18.3 **Performance Bond and Payment Bond** – The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising there under and complying with the requirements of Maryland law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the “Board of Education of Harford County” as obligee. **The Performance Bond and the Payment Bond shall be submitted in the format displayed in the attached documents. No other bond forms will be accepted.** Firms issuing bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay premiums for required bonds. Obtaining of bonds by Contractor shall be a condition precedent to effectuation of the Contract between the Owner and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act.
- 18.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

19. **QUALIFICATION OF BIDDER**

- 19.1 Bidder must have a minimum of five (5) years of experience related to paving. Failure to provide this information on your Bid Form may deem your bid non-responsive.
- 19.2 All bidders must be considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any bidder not considered in “Good Standing” may be deemed non-responsible.
- 19.3 All bidders must not have any “Exclusions” (bidder cannot be debarred or suspended). If the indicator box is “green” and states “Entity” this vendor is not suspended or debarred. If a bidder’s name does not appear after searching, the bidder does not have an “Exclusion”. Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is “purple” and states “Exclusion” the bidder may be deemed non-responsible.
- 19.4 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
- 19.5 Bidders shall complete and return with their bid the “Reference Form” included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem the bidder non-responsible.
- 19.5.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization’s ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is

imperative that contact names and information be accurate. HCPS reserves the right to request additional references.

19.5.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

20. **CONTRACTOR RESPONSIBILITY**

- 20.1 The plans and specifications are intended to cover a complete project. It shall be distinctly understood that failure to mention any work which normally would be required to complete the project shall not relieve the Awarded Bidder of their responsibility to perform such work without extra payment.
- 20.2 The Awarded Bidder shall perform site visits to verify scope of the work with the Owner before ordering any materials or doing any work. No extra charge or compensation will be considered for any construction performed prior to this verification.
- 20.3 Note that the Awarded Bidder is responsible for all measurements. Errors and omissions will be the Awarded Bidder's responsibility.
- 20.4 The Owner has the right to inspect the site and perform testing of work and construction materials. The Awarded Bidder shall assist the Owner in performing such inspections.
- 20.5 Submit shop drawings and submittals as per the Technical Specifications.

21. **PROCUREMENT ADMINISTRATOR**

Jennifer Horner, CPPB, Purchasing Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for the purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Jennifer Horner, at Jennifer.Horner@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time **July 11, 2024**. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before **July 16, 2024** at www.hcps.org as well as eMaryland Marketplace Advantage.

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

PROJECT REQUIREMENTS

HCPS Paving and ADA Improvements at Various Schools – Contingent Items

Cement Concrete Sidewalk: This item will be measured and paid for at the Contract unit price per square foot of finished surface for Cement Concrete Sidewalk. This item shall include the removal of existing sidewalk, excavation for cement concrete and subbase aggregate; furnishing and installing aggregate subbase, steel reinforcement, cement concrete and backfill materials; include all labor, material, equipment, tools, disposal, compaction and incidentals necessary to complete the work and per the detail shown on the drawings.

Cement Concrete Sidewalk – xxxxx Square Foot

Undercut Excavation and Backfill: This item will be measured and paid for at the Contract unit price per cubic yard for Undercut Excavation and Backfill. This item shall include the removal and disposal of unsuitable material below the subgrade and the replacement with selected backfill using Crusher Run Aggregate CR-6, furnishing and installing aggregate; include all labor, material, equipment, tools, disposal, compaction, and incidentals necessary to complete the work.

Undercut Excavation and Backfill - xxx Cubic Yard

Hot Mix Asphalt Pavement: This item will be measured and paid for at the Contract unit price per square yard of finished surface for Hot Mix Asphalt Pavement. This item shall include the excavation and disposal, furnishing and installing aggregate subbase, tack coat and Hot Mix Asphalt material; include all labor, material, equipment, tools, disposal, compaction, and incidentals necessary to complete the work and per the detail shown on the drawings.

Hot Mix Asphalt Pavement – xxx Ton

Cement Concrete Combination Curb and Gutter: This item will be measured and paid for at the Contract unit price per linear foot of finished length for Cement Concrete Combination Curb and Gutter regardless of type and size. This item shall include the removal of existing curb, excavation for curb and gutter and subbase aggregate; furnishing and installing aggregate subbase, cement concrete and backfill materials; include all labor, material, equipment, tools, disposal, compaction and incidentals necessary to complete the work and per the detail shown on the drawings.

Cement Concrete Combination Curb and Gutter - XXX Linear Foot

Geogrid Fabric: This item will be measured and paid for at the Contract unit price per square yard of furnished and installed Geogrid Fabric. This item shall include the furnishing and placement of the material; include all labor, material, equipment, tools and incidentals necessary to complete the work and per the direction of the engineers.

Geogrid Fabric - XX Square Yard

CATEGORY 500 – PAVING

SECTION 524 – PAVEMENT FABRIC

524.01 DESCRIPTION

- A. Mirafi® MPV paving fabrics are needle punched, polypropylene, heat set, non-woven geotextiles with high asphalt absorption. When installed with sufficient asphalt cement tack coat on a properly prepared surface, Mirafi® MPV paving fabric and the tack coat form an impermeable fabric interlayer system that is fully recyclable and adds long-term lifecycle.

524.02 REFERENCES

- A. AASHTO Standards
 - 1. M288-06 - Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM):
 - 1. D123: Standard Terminology Relating to Textiles
 - 2. D276: Test Method for Identification of Fibers in Textiles
 - 3. D4354: Practice for Sampling of Geo-synthetics for Testing
 - 4. D4439: Terminology for Geotextiles
 - 5. D5261: Standard Test Method for Measuring Mass per Unit Area of Geotextiles
 - 6. D4632: Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
 - 7. D6140: Standard Method to Determine Asphalt Retention of Paving Fabrics Used in Asphalt Paving for Full-Width Applications
- C. American Association for Laboratory Accreditation (A2LA)
- D. Geosynthetic Accreditation Institute (Gai) - Laboratory Accreditation Program (LAP).
- E. National Transportation Product Evaluation Program (NTPEP)
- F. International Standards Organization (ISO) - 9001:2008

524.03 DEFINITIONS

- A. Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported.

524.04 SUBMITTALS

- A. Submit the following:
 - 1. Certification: The contractor shall provide to the Engineer a certificate stating the name of the manufacturer, product name, and style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The Certification shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to bind the Manufacturer.
 - 2. Quality Standards: The contractor shall provide to the Engineer the Manufacturer's Quality Control Plan along with their current A2LA, GAI-LAP, and ISO 9001:2008 certificates.

524.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. The geotextile Manufacturer shall have all of the following credentials:
 - a. Geosynthetic Accreditation Institute (GAI)- Laboratory Accreditation Program (LAP)
 - b. American Association for Laboratory Accreditation (A2LA)
 - c. ISO 9001:2008 Quality management System
- B. The geotextile Manufacturer shall have a GAI-LAP accredited laboratory at the location of production capable of performing the ASTM tests as outlined in the specification.

- C. Asphalt Sealant: The Engineer shall approve asphalt cement. A grade asphalt of the same type used in the manufacture of the hot mix asphalt for the overlay should be acceptable.

524.06 DELIVERY, STORAGE, AND HANDLING

- A. Geotextiles labeling, shipment, and storage shall follow ASTM 04873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number.
- B. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.
- C. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property values of the geotextile.

524.07 MATERIALS

- A Geotextile:
- The paving fabric shall be needle punched nonwoven and heat treated on one side and shall conform to AASHTO M288, Mild Climate Region specification for paving fabrics and the following physical and mechanical properties:

PAVING GEOTEXTILE

Property	Units	Test Method	Minimum Average Roll Value (MARV)
Mass Per Unit Area	oz/yd ² /(gm/m ²)	ASTM 05261	4.6(156)
Grab Tensile Strength	lb (N)	ASTM 04632	125 (556)
Grab Elongation at Break	%	ASTM 04632	50
Melting Point	OF (OC)	ASTM 0276	320 (160)

Asphalt Retention,	gal/yd2 (11m2)	ASTM 06140	0.22 (1.0)
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*Approved geotextiles are as follows:

Mirafi® MPV600 or approved equal

COMPOSITE PAVING GRID

Mechanical Properties	Test Method	Unit	Average Roll Value
Tensile Strength 0° Tensile Strength @ 90° Tensile Strength @ 45° Tensile Strength @ -45° Tensile Elongation Melting Point Asphalt Retention Mass/Unit Area Glass by weight	ASTM 06637 Method A Modified	lbs/in (kN/m) %	459 (80) 459 (80) 459 (80) 459 (80) <3
Melting point	ASTM 0276	F° (C°)	Glass Filaments are incombustible and temperature resistant up to 752° (400°) 0.17 (0.8)
Asphalt Retention	ASTM D6140	gal/yd² (l/m²)	0.17 (0.8)
Mass/Unit Area	ASTM 05261	oz/yd² (g/m²)	18.8 (637)
Glass by weight		%	85

Mirafi PGM-G4 or approved equal

ASPHALT SEALER

TEST		METHOD	SPECIFICATION REQUIREMENTS	TEST RESULTS
<u>Unaged Binder</u>				
Specific Gravity @ 60F		AASHTOT228	N/A	1.041
Specific Gravity@ 77F		AASHTOT228	N/A	1.035
Flash Point,c		AASHTOT48	>230c	312
Viscosity@ 135"C		AASHTOT316	Max. 3000cP	530
Viscosity@ 165"C		AASHTOT316	Max. 3000cP	133
Lab Mixing Temp. c			Min: 156	Max: 162
Lab Compaction Temp, °c			Min: 146	Max: 150
G•sin & (kPa)	70c	AASHTOT315	> 1.00kPa	1.35

RTFOT

G*/sin & (kPa)	70c	AASHTO T315	>2.20kPa	3.77
RTFOT Mass Change (%)		AASHTOT240	<1%	- 0.009
G*·sin II (kPa)	29c	AASHTOT315	< 5,000 kPa	2960
Stiffness (MPa)@ 60s	-12c	AASHTO T313	< 300 MPa	201
m-value @ 60 s		AASHTO T 313	> 0.300	0.330

Remarks: True Grade: 72.5-25.3

This material conforms to the specifications set forth in AASHTO M 320 and is a Plain binder.

524.08 EXECUTION

PREPARATION

- A. The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.

EQUIPMENT

- A. Asphalt Distributor: The distributor must be suitably metered and capable of spraying the asphalt cement uniformly and at the prescribed application rate. No drilling or skipping shall be permitted.
- B. Fabric Handling Equipment: A tractor or similar mechanical device with mounted lay down equipment that is capable of handling full rolls of fabric shall be used. The equipment shall be capable of laying the paving fabric smoothly without excessive wrinkles and/or folds.
- C. Miscellaneous Equipment: Stiff bristle brooms used to smooth, and scissors (or blades) used to cut the paving fabric shall be provided by the Installer. A pneumatic-tired roller may be needed in some cases to smooth paving fabric into the asphalt cement.

INSTALLATION

- A. Surface Preparation: The surface shall be free of dirt, water, vegetation and other foreign materials prior to placement of the paving fabric. Open cracks inches or larger shall be filled with sand mixed asphalt as directed by the

Engineer. Cracks larger than 1/2 inch or holes shall be filled with cold or hot mix asphalt. The use of a leveling course may be required prior to placing the paving fabric in severe cases.

- B. When installing on existing PCC pavements it is imperative that the concrete slabs are stable and do not exhibit any movement. If there is movement in the slabs this condition must be addressed and corrected prior to installing an interlayer.
- C. Application of Sealant: The asphalt cement and binder must be uniformly spray-applied at the specified rate. The quantity required may vary with the surface condition of the existing pavement (e.g. degree of porosity), but shall be applied at a nominal rate of 0.25 gallons per square yard of residual asphalt.
- D. Application of asphalt cement will be performed by truck-mounted distribution equipment whenever possible, with hand spraying kept to a minimum. The temperature of the asphalt cement must be sufficiently high to permit a uniform spray pattern. The minimum recommended temperature for asphalt cement is 290°F, and should not exceed 325°F.
- E. Paving Fabric Placement: The paving fabric shall be placed onto the asphalt cement with a minimum of wrinkles before the asphalt can cool or lose its tackiness. The paving fabric shall be placed so that the non-heat treated (bearded or fuzzy) side is placed downward, into the sealant, thus providing optimum bond between fabric and pavement during the construction process. As directed by the Engineer, wrinkles severe enough to cause "folds" shall be slit and laid flat in the direction of paving operations. Broom the paving fabric will assist it in making intimate contact with the pavement surface.
- F. Any overlap of the paving fabric should be minimized, although an overlap of 1 to 3 inches is recommended to insure full closure of overlapping layers. Care must be exercised to prevent edge pick-up by the paver on transverse joints they may be shingled (overlapped) in the direction of paving operations or secured by asphalt tack. The contractor installing the paving fabric must prove that they have at least 4 years' experience in placing paving fabric.

- G. In the event that asphalt cement should bleed through the paving fabric before the hot mix asphalt is placed, it may be necessary to absorb any visible sealant by spreading sand or hot mix asphalt over those areas. This should minimize the tendency for construction equipment tires to lift the paving fabric when driving over it. Turning of paving equipment and other vehicles on the paving fabric must be kept to a minimum to avoid movement or damage to the fabric. Satisfactory installation of hot mix asphalt can be accomplished at temperatures below 300°F. In no case should temperature of the hot mix asphalt concrete exceed 325° F at time of placement.

INSTALLER

- A. The installer must have successfully installed 500,000 yd² of interlayer products and must provide project documentation. The installer must be a certified manufacturer authorized installer of interlayer products.

END OF SECTION

CATEGORY 500

PAVING

SECTION 525 – PAVEMENT MARKINGS

525.01 DESCRIPTION

- A. Apply durable and nondurable pavement markings (lines, letters, numbers, arrows and symbols) to various surfaces at locations and in patterns as specified or as directed.

525.02 MATERIALS

- A. Paint – White – Ams – STD 37925

525.03 CONSTRUCTION

- A. **Cleaning Pavement Surfaces.** Prior to application, clean pavement surfaces of oil, dirt, grease concrete laitance and other contaminants to a width 4 in. to 6 in. wider than the markings to be applied.
- B. **Ambient Conditions.** Apply material when the ambient and the surface temperatures are at least 50 F and rising at the time of application and the relative humidity conforms to the manufacturer's recommendations.
- C. **Application Equipment.** Use application equipment capable of applying pavement markings paint as approved.
- D. **Thickness.** Apply paint at a wet film thickness of 15 ± 1 mils.
- E. **New Asphalt or Portland Cement Concrete (PCC) surfaces.** Apply two full coats of paint on new asphalt or PCC pavement that has been tined or otherwise textured. Apply the second coat as soon as the first coat has cured. Apply both coats before opening to traffic.
- F. Protect the markings until dry or cured by placing warning devices according to the MUTCD or as approved. If a vehicle damages uncured markings, reapply the markings and remove marks left on the pavement by the vehicle at no additional cost.

END OF SECTION

Technical Specifications

The section numbers listed below are referenced from Harford County Road Code Book 1, Dated December 2, 2008 and revisions thereof. The item will not be measured and will be paid under the items listed in the bid form.

Maintenance of Traffic – section 104
Mobilization & Demobilization – Section 108

Established Construction Entrance – section 308
Standard, At-Grade & Curb Inlet Protection – section 308
Silt Fence, Super Silt Fence & Silt Fence on Pavement – section 308
Orange Safety Fence – section 104.20
Temporary Chain Link Fence – section 607

Excavation Class 1 – section 201
Borrow Excavation – Section 203
Pavement Milling 1" & 1.5" Depth - section 508
Remove Pavement, Combination Curb & Gutter & Sidewalk – section 206
Remove Sign – on project drawings

Shallow Manhole Type B- section 305
Y-1 Inlet - section 305
HDPE Pipe 15" – section 303
RCP 15"- section 303
6" Perforated PVC Sch 40 Underdrain – section 306
Bio Media Soil - on project drawings
PVC Liner - on project drawings
Geotextile Fabric - on project drawings
PVC Clean Out – section 306
Observation Well – section 306
Nyloplastic 15" & 18" Inlet – section 305

Pea Gravel, Bank Run Gravel, Graded Aggregate 57 & Landscape Stone – section 302
Rip Rap – section 312
Graded Aggregate Base 4", 6" & 8" thick - CR-6 - section 501
Crack Sealer – section 510
Pavement Fabric Mirafi MPV 600 – section 524
HMA Surface Course 9.5 mm, 2" Thick - section 504
HMA Base Course 19 mm, 2.5" Thick – section 504
6" Reinforced Cement Concrete Pavement – section 520
Signage - on project drawings
Pavement Marking – Paint, Arrows & Handicap Symbols – section 525
Asphalt Price Index Adjustment – section 504.04.01

Concrete Combination Curb & Gutter & Curb Opening – section 602

Concrete Sidewalk - section 603

ADA Detectable Warning Pads – on project drawings

Brick Mail Box – section 463

Bollards – on project drawings

Demolition Existing Light Assemblies – on project drawings

Site Lighting System (foundation, pole, and head) – on project drawings

Lighting Head Replacement – on project drawings

New Pull Box – on project drawings

New Conduit – on project drawings

New Wiring – on project drawings

Repair/Replace Existing Conduit – on project drawings

Playground Mulch – section 704

Trees – section 710

Hardwood Mulch section 704

SWM Plants – Scrubs – section 710

SWM Plants – Grasses – section 710

Topsoil, 4" Thick – section 701

Seed and Mulch – section 705

SUMMARY OF WORK

1.0 GENERAL:

- A. The Contractor shall provide all labor, materials, equipment, subcontractors and services necessary for the completion "HCPS Dublin and George D. Lisby Elementary Schools Paving and ADA Improvements" located in Harford County, Maryland.
- B. The purpose of this contract is to provide for Additional, Repair and Improvement of Pavement, Mobilization & Demobilization, Maintenance of Traffic, Erosion & Sediment Control, Excavation, Storm Drainage, Stormwater Management Facilities, Graded Aggregates, Milling, HMA Pavement, Cement Concrete Pavement, Pavement Marking, Signage, Concrete Curb & Gutter, Concrete Sidewalk, Site Lighting Improvements, Plantings and Grass Stabilization.

2.0 WORK INCLUDED UNDER THIS CONTRACT:

- A. The work to be done is that work shown on the Drawings and called for in the Specifications. The Contractor shall furnish all implements, machinery, tools, equipment, material, and labor necessary to the performance of the work and shall furnish and make all effort necessary to complete the project in a workman-like manner to the satisfaction of the Harford County Public Schools.
- B. All incidental, minor, and miscellaneous items, work and materials for which no payment is specifically provided, and any items, work and materials not specified or shown which are necessary to complete the work, or which may be fairly implied as included, shall be done and furnished by the Contractor without extra charge.

END OF SECTION

SPECIAL CONDITIONS

1.0 GENERAL

- A. The project site is located on the Board of Education property at Dublin Elementary School and George D. Lisby Elementary School. The location is as shown on the vicinity map on the project drawings.
- B. These Special Conditions are hereby made a part of the Contract. In case of any conflict with the specifications, the Special Conditions shall govern.
- C. The Contract Documents consist of these Special Conditions, the Project Manual, any and all subsequent addenda or additions thereto, and the Drawings as listed below.

HCPS Dublin and George D. Lisby Elementary Schools Paving and ADA Improvements: Sheet Nos. 1 to 48.
- D. Work in this contract includes excavation near existing structures and utilities. The Contractor shall take all precautions necessary to assure that such structures are not damaged or undermined during construction.
- E. All excavation shall be unclassified. Explosives may not be used in this project.
- F. **Contractor shall take special note that the schools will be in session during construction and will be required to provide, install and maintain 6-foot tall chain link temporary safety fence around the entire construction area. The entrance gates shall be locked during non-working hours.**

2.0 FIELD ENGINEERING

- A. Contractor shall provide and pay for field engineering services required for the project, including but not limited to:
 - 1. Survey stakeout work required in execution of the project;
 - 2. Civil, structural or other professional engineering services required to execute the Contractor's construction methods.
- B. The surveyor, engineer or land surveyor shall be licensed in the State of Maryland.
- C. The existing survey control points are identified on the Drawings.

3.0 SUBMITTALS

- A. All shop drawings shall be in accordance with pertinent sections of the specifications.
- B. In addition to the submittals required elsewhere in the contract documents, the following items will require shop submittals from the Contractor.

1. Concrete, grade aggregate stone, pavement materials
2. Signs and support materials
3. Pavement marking material
4. Storm drainage material
5. Stormwater Management Facilities materials

4.0 CONSTRUCTION ENTRANCES

- A. The Contractor shall be responsible for all safety and traffic control measures necessary at the work site entrances during ingress/egress of large equipment or delivery trucks. The Contractor is advised that the construction entrance crosses roadways used by the public. Signage, orange safety fencing and traffic cones shall be employed as needed.
- B. The Contractor shall be responsible for restoring the construction access ways to original condition to the satisfaction of the HCPS at the Contractor's expense.

5.0 TEMPORARY WATER SUPPLY

- A. If necessary, the Contractor shall be responsible for providing and maintaining, at his expense, a water supply.

6.0 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall be responsible for providing and maintaining adequate sanitary facilities for crews and subcontractors though out the term of this contract. The Contractor shall keep the facilities clean and shall comply with all local and state health requirements and sanitary regulations.
- B. The sanitary facilities shall be located within the temporary fenced in area.

7.0 RIGGING AND HOISTING

- A. The Contractor shall furnish all lift equipment and necessary services for the erection and delivery onto the work site of all materials and equipment. The Contractor shall remove same from the premises when they are no longer required.

8.0 EMERGENCY CONTRACTOR AVAILABILITY

- A. The Contractor shall provide 24-hour availability of Contractor services should an emergency arise. A list of telephone and/or pager numbers shall be provided for emergency contact of key contractor and subcontractor personnel.
- B. The Contractor shall compile and submit to the HCPS at the pre-construction meeting a

complete list of principal contacts of at least two responsible representatives of each trade or subcontractor to be employed for this contract. The list shall include the person's complete name, company, and phone numbers for work, home, cell, etc., and description of responsibility relating to the contract work.

9.0 SPECIAL INSTRUCTIONS TO THE CONTRACTOR

- A. The Contractor shall determine the specific locations of all utilities and shall take whatever precautions are necessary to prevent damage to or interruption of utility services during construction. If any utilities are damaged due to construction activities, the Contractor shall make all necessary repairs prior to completion of the project, at his own expense. The Contractor shall notify "Miss Utility" and the Owner prior to any excavation.
- B. The Contractor will be required to restore any utilities disturbed during construction, prior to the completion of the project, to a condition equal to or better than existing at the time of the Award of Contract, at his own expense. Repairs of public roadways within the limits of the property shall be in accordance with the direction of the County and shall be limited to the repair, filling, compacting and/or repaving of potholes or depressions caused by the Contractor or his subcontractors or suppliers.
- C. The Contractor's attention is directed to the fact that access to the project site is via public roads. Extreme care shall be exercised when transporting heavy equipment and materials over these roads to prevent damage. The method of access and protection/repair of public roadways within Harford County shall be in accordance with the requirements of the Maryland State Highway Administration and the Harford County Road Code.
- D. All unsuitable material, including construction debris shall be hauled off the project site and disposed of in an acceptable manner.

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS

1.0 PROJECT DESCRIPTION

- A. The project site is located on the Board of Education property at Dublin Elementary School and George D. Lisby Elementary School. The location is as shown on the vicinity map on the project drawings.
- B. The work will consist of the following:
 - 1. The Contractor shall provide all labor, materials, equipment, subcontractors and services necessary for the completion "HCPS Dublin and George D. Lisby Elementary Schools Paving and ADA Improvements" located in Harford County, Maryland.
 - 2. The purpose of this contract is to provide for Additional, Repair and Improvement of Pavement, Mobilization & Demobilization, Maintenance of Traffic, Erosion & Sediment Control, Excavation, Storm Drainage, Stormwater Management Facilities, Graded Aggregates, Milling, HMA Pavement, Cement Concrete Pavement, Pavement Marking, Signage, Concrete Curb & Gutter, Concrete Sidewalk, Site Lighting Improvements, Plantings and Grass Stabilization.

2.0 SPECIFICATIONS

- A. All work on this project shall conform to the Harford County Road Code Book 1, Dated December 2, 2008 and revisions thereof and the Harford County Book of Standards Details, date December 2, 2008 and revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

3.0 PROJECT SCHEDULE

- A. The required project schedule for this project is Bar Chart.

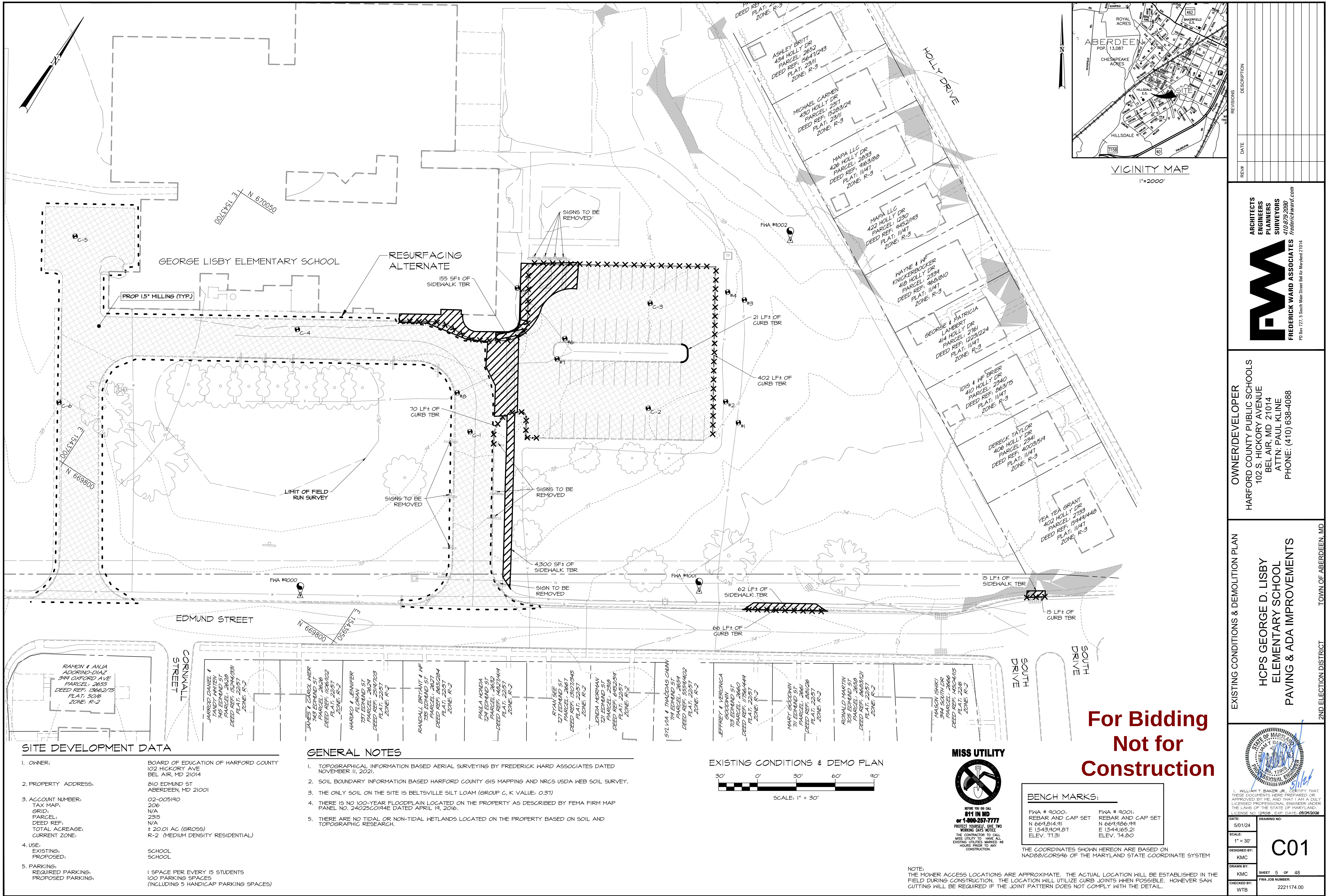
END OF SECTION

DRAWINGS

Go to the following link to obtain the drawings for both projects.

[Dublin and George D. Lisby Construction Set.pdf](#)

(Document will say Addendum 1 – please disregard)



Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT SAMPLE

BID #25-JHP-001
Paving and ADA Improvements at Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

THIS AGREEMENT, made this _____ day of _____, 2024, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

Project shall start on or around **August 19, 2024** and **must** be completed by **December 31, 2024**.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **Bid #25-JHP-001**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

Sean W. Bulson, Ed.D., Superintendent of Schools

Date

Board of Education of Harford County – Board President
(if over \$100k)

Seal in Signature

Company Name

Authorized Contractor Signature

Street Address

Contractor Witness

City, State, Zip

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

CHECK LIST

BID # 25-JHP-001

**Paving and ADA Improvements at Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)**

- ☐ Signed and included all Addenda (if applicable)
- ☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (**include sample**)
- ☐ Provided a list of subcontractors (Section 17.1)
- ☐ **Signed and included MBE – Attachment 1A***
 - **Must submit a complete set for EACH project**
 - When completing MBE Attachment 1A: MBE Participation Schedule, the amount in Box #6 should only reflect the **Base Bid and Total only**. Do not include any acceptance alternates.
- ☐ **Included a copy of the Bid Bond and mailed the original document to 102 S. Hickory Avenue, Attn: Jennifer Horner - Procurement Department, Bel Air, MD 21014 (Section 18.1)***
 - **Must submit a bond for EACH project**
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are in bold and indicated with an (*) above must be submitted in proper form and content at the time of bid opening or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

BID FORM

BID # 25-JHP-001

**Paving and ADA Improvements at Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)**

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to improve the pavement and ADA site facilities at Dublin and George D. Lisby Elementary Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

Project	Description	Amount
1	Base Bid – Dublin Elementary School Paving and ADA Improvements	\$
A-1	Add Alternate #1 – Resurfacing Alternate is indicated on the drawings	\$

Project	Description	Amount
2	Base Bid – George D. Lisby Elementary School Paving and ADA Improvements	\$
A-2	Add Alternate #1 – Resurfacing Alternate is indicated on the drawings	\$

Note: For each project - HCPS, at their discretion, may choose to award only the BASE BID or combine both the BASE BID and ADD ALTERNATE #1 into a single contract award.

Asphalt Escalation Amount (according to Section 10)	\$
Number of Years of Paving Experience (minimum of five (5) years of experience – Section 19.1)	

Company Name

Bidders are asked to provide pricing on the contingent items below. These items will only be utilized if certain circumstances arise when doing the Work (see attached for more details).

Item	Description	Unit	Amount Per Unit
C-1	Cement Concrete Sidewalk	SF	\$
C-2	Undercut Excavation and Backfill	CY	\$
C-3	Hot Mix Asphalt Pavement	SY	\$
C-4	Cement Concrete Curb	LF	\$
C-5	Geogrid Fabric	SY	\$

ADDITIONAL INFORMATION:

Contract Contact/Sales Rep Name:	
Phone Number:	
E-Mail Address:	

FORM OF PAYMENT (mark those you will accept)*:

	Do you accept credit card?	
Is there a fee for using a credit card?		
If yes, what is the fee amount?		
	ACH Payment	
	Conventional Check	

***NOTE:** Must request changes to payment method or bank information in writing.

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

Company Name

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

**ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT,
IN INK, BY THE PERSON SIGNING THE BID.**

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

REFERENCE FORM

BID # 25-JHP-001

**Paving and ADA Improvements at Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)**

List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary.

	Reference 1	Reference 2	Reference 3
Name of Organization			
Address			
Description of Project or Services Provided			
Dollar Amount			
Contact Person			
Phone Number			
Email Address			

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
- 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - a. Effective July 1, 2019
 - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

Minority Business Enterprise Requirement

00660

Dublin Elementary School

Minority Business Enterprises are encouraged to respond to the invitation.

Minority Business Enterprise documentation is required for this project.

It is the intent of Harford County Public Schools to actively participate in the achievement of the MBE participation requirement contained herein. The contractor or suppliers who provide materials, supplies, equipment, and/or services for this project shall attempt to achieve a **minimum percent as noted below**. The bidder may use the Maryland Department of Transportation web site (www.mdot.state.md.us) to help locate Maryland Department of Transportation certified Minority Business Enterprises.

The bidder or offeror shall submit with its bid or proposal a completed “**MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule**” (**Attachment 1A**) that identifies the bidder or offeror’s specific commitment of certified minority business and certifies it made a good faith effort to achieve the goal established in the solicitation. The MBE Participation Schedule shall include the name of each certified MBE that will participate in the project including its respective MBE classification, and shall include the items of work to be performed or furnished and the committed price or the percentage of the contract to be paid to each MBE for the work or supply.

The failure of a bidder to complete and submit all of the required forms as required by the MBE procedures dated October 4, 2021, shall result in a determination that the bid is not responsive.

Note: The contract goals for various package bids shall be:

Package

MBE Goal Percentage

General Contractor

15 % Overall with the following Subgoals:

0 % African American Owned

0 % Women Owned

Minority Business Enterprise Requirements

Harford County Public Schools

**MINORITY BUSINESS ENTERPRISE PROCEDURES
FOR STATE FUNDED
PUBLIC SCHOOL CONSTRUCTION PROJECTS**

Approved: 

Sean W. Bulson, Ed.D.
Superintendent of Schools

These procedures supersede the latest procedures which were previously approved on November 15, 2013.

DATE OF APPROVAL OF REVISION: October 4, 2021

These procedures were approved by the Interagency Committee on School Construction on August 1, 2020, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Harford County is October 4, 2021.

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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 - 1. ADVERTISEMENTS, SOLICITATIONS AND SOLICITATION DOCUMENTS
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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified, and the goal was increased to 14 percent. In 2001 the General Assembly significantly changed the program, setting the overall goal to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses. In 2012, the General Assembly passed legislation authorizing the Governor's Office of Small, Minority & Women Business Affairs (GOSBA), in consultation with the Maryland Department of Transportation (MDOT) and the Office of the Attorney General, to set the overall aspirational MBE goal every two years. GOSBA proposed the increase to 29% after considering several factors prescribed by law, including the relative availability of minority- and women-owned businesses as demonstrated by the State's most recent Disparity Study, as well as the past participation of MBEs in state procurement. The 29% goal will be in place for fiscal years 2021 and 2022 on State-funded contracts.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

In July 2011, a Sub-Goal Directive was issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA). This Directive established the process for setting contract-by-contract sub-goals. Sub-goals consistent with demonstrated underrepresentation were pre-established within the Directive.

The 2012 MBE Program statute directs the Board of Public Works (BPW) to issue regulations that:

- Requiring bidders or offerors to complete a bid document that specifies the overall percentage of the contract they agree to achieve through MBEs clarifies that the documents the bidder or offeror submits for its MBE participation commitments must be made part of the executed contract with the State; and
- Requires that every contract that includes MBE participation goals contain a liquidated damages provision in the event that the prime contractor does not comply in good faith with its MBE participation commitments.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was initially established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the sub-goals to be set for school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005, May 21, 2007, and November 14, 2011.

The revised procedures issued by GOSBA in July 2011 provide guidance for establishing overall goals that are contract-specific and reasonable, and for setting subgoals only on contracts that have subcontracting opportunities. The procedures for setting overall MBE goals have not changed, however once the overall goal is decided by the Procurement Review Group (PRG), the subgoal analysis must be completed for contracts that have a total potential MBE participation over a minimum threshold amount, as defined for specific Major Industry Categories.

All activities funded through the Public School Construction Program fall within Construction in the Major Industry Categories. In place of the original goals of 7 percent for African American-owned businesses and 10 percent for certified women-owned businesses, the subgoals for construction are now 8 percent for African American-owned businesses and 11 percent for women-owned businesses. Subgoals are not to be set for other minority groups, which may however be represented in the overall contract goal.

1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law and the guidelines issued by GOSBA by setting appropriate goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program (PSCP). Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 29 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State PSCP funds are utilized, with a minimum of 8 percent from certified African American-owned businesses, a minimum of 11 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

2.0 EFFECTIVE DATE

These procedures have been adopted for use in Harford County Public Schools and supersede previously utilized MBE procedures, and will take effect on or after October 4, 2021, in accordance with Title 14, §3, State Finance and Procurement Article, effective July 1, 2011.

3.0 DEFINITIONS

1. Certification means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. Certified Minority Business Enterprise means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. Corporation, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the businessperson(s) ownership.)
4. Managerial Control, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business. Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:
 - a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
 - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:

- 1) Authority to sign payroll checks and letters of credit;
 - 2) Authority to negotiate and sign for insurance and/or bonds;
 - 3) Authority to negotiate for banking services, such as establishing lines of credit; and
 - 4) Authority to negotiate and sign for contracts.
- c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. Minority Business Enterprise (MBE) means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including: African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; Women; or A non-profit entity organized to promote the interests of physically or mentally disabled individuals.
6. Minority Business Enterprise Liaison means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
7. Operational Control, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:
 - a. The minority owner should have experience in the industry for which certification is being sought; and
 - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.
8. Ownership, as defined by MDOT, means that:
 - a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
 - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. Partnership means an unincorporated association of two or more persons to carry on as co- owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.

10. Socially and Economically Disadvantaged means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, increased by the Consumer Price Index (CPI); above this net personal worth figure, an individual may not be found to be socially and economically disadvantaged. The current personal net worth figure can be found on the MDOT website at: <http://www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/Resources%20Information>.
11. Sole Proprietorship, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.
12. Days means business days unless otherwise specified. Business days are defined as Monday through and including Friday, with the exception of Nationally or State recognized holidays.

4.0 MBE GOAL SETTING PROCEDURES

1. General
 - a. The overall MBE goal and the subgoals, if appropriate, are established on a per-contract basis for the purposes of solicitation.
 - 1) Where a project consists of more than one contract, the individual contract goals and subgoals, if appropriate, should reflect the overall project goal and subgoals, if appropriate.
 - 2) The words “if appropriate” and “if applicable” throughout this document reflect the understanding that for some solicitations, no African American or Women subgoals should be established.
 - b. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
 - 1) *Race-neutral measures* include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts. These might include widespread advertising of bidding opportunities, job fairs, and similar publicity events.
 - 2) *Race-based measures* include setting an overall MBE goal and MBE subgoals, if appropriate, based upon race, gender, ethnicity, etc., for a specific contract.
2. General Considerations for Setting MBE Goal and Subgoal. The overall MBE goal and the subgoals, if appropriate, should be set for each specific project contract, considering but not limited to, the following factors:
 - a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project contract;
 - b. A determination of the number of certified MBEs that potentially could perform the identified work;
 - c. The geographic location of the project in relationship to the identified certified MBEs;
 - d. Information obtained from other State and local departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
 - e. Information obtained from other State and local departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - f. Any other activities or information that may be identified as useful and productive.
3. MBE Subgoal Setting Procedure
 - a. Once an overall MBE participation goal is set for a project contract, each unit shall determine the appropriate contract subgoals.
 - b. If the expected value of the procurement is not equal to or in excess of \$200,000, the Subgoal process is discretionary.

- c. All State funded public school construction is classified as Construction in the Major Industry Category schedule established by regulation.
 - 1) Accordingly, subgoals for school construction projects receiving State funding participation apply to the following Subgroups:
 - African American: 8%
 - Women-owned: 11%
 - 2) Dually certified firms are to be counted as being owned by a member of the relevant ethnic Subgroup, not as a woman-owned business.
 - d. Subgoals shall only be set when the overall goal is greater than or equal to the sum of the subgoals listed in subsection 3. of this section, plus two (2), i.e., the overall goal must be at least 21%; otherwise, no subgoals may be established for the contract.
 - e. A subgoal may not be set if the number of certified firms in the Subgroup is less than three
- (3).
- f. If the Subgroup has three (3) or more certified firms available to perform the work, the Recommended Subgoal should be set at the number specified above, unless a basis is provided in the Procurement Review Group documentation for not applying the specified subgoal.
 - g. For each procurement that has an overall goal, the MBE Program Subgoal Worksheet (Appendix I) shall be completed and signed by the LEA Procurement Officer and MBE Liaison
4. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the Procurement Officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the Construction Manager, and/or other individuals selected by the Superintendent or designee.
- a. The PRG should communicate and/or meet as needed to consider the subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
 - b. The PRG should consider the factors cited in 2 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
 - c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed \$200,000.
 - 1) For state-funded projects that required review of construction documents (CD), the written analysis and the MBE Program Worksheet (appendix I) shall be submitted with the CD documents to the Department of General Services, and will be reviewed by the DGS for submission, appropriate signatures and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
 - 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP, and will be reviewed for submission and appropriate signatures.
 - 3) For locally funded projects that are anticipating to be requested for state approval of planning and funding, the written analysis and the MBE Program Worksheet shall be submitted with CD documents to the MSDE, and will be reviewed for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of the documents is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.
 - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
 - 1) For state-funded projects that require review of construction documents (CD), the written analysis and the MBE Program Worksheet shall be submitted with the CD documents to the DGS, and will be reviewed for submission, appropriate signatures,

- and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
- 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP and will be reviewed for submission and appropriate signatures.
 - e. If the project cost is estimated to exceed \$200,000 then a copy of the written analysis shall also be sent to GOSBA at the same time that the written analysis is submitted to the DGS or the PSCP.
 - f. The PRG should consult with local counsel for the Board of Education as needed.
 5. It is recognized that by utilizing the factors cited in 2 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (29% overall, with 8% from African American-owned businesses and 11% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.
 6. Assistance in reviewing the factors cited above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the PSCP and/or GOSBA.

5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS

For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized:

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
2. All advertisements, solicitations, and solicitation documents shall include the following statement:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."
3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.
4. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by GOSBA. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.
7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over \$50,000, are not required to be submitted for these projects (\$50,000 or less).
8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.
10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them after approval by the LEA.
12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment. The summary shall be forwarded to the PSCP with the close-out paperwork.

6.0 IMPLEMENTING PROCEDURES - Over \$50,000

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of __ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
 - c. If subgoals have been established for this project, then one of the following should be included:
 - 1) "The subgoals established for this project are __ percent from African American-owned businesses and __ percent from women-owned businesses."
 - 2) "The subgoal established for this project is __ percent from African American-owned businesses."
 - 3) "The subgoal established for this project is __ percent from women-owned businesses."
 - d. "Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal."
 - e. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment 1A – MDOT Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents."
 - f. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
 - g. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions.
2. Other Advertisement and Outreach Requirements
 - a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
 - b. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
 - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by GOSBA. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
 - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions

- of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required schedules, and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
- e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
 - f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
- a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
"All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors are required to attempt to achieve the MBE goal and subgoals, if applicable, established for the project from certified MBEs".
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of __ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of __ percent from certified African American-owned businesses, a minimum of __ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.
 - c. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions.
 - d. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment 1A – MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule.
 - 1) Attachment 1A shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
 - 2) As an alternative, and at the discretion of the school system, Attachments 1A could be submitted within a maximum of 30 minutes after the due time of the bid or proposal documents. Within that time (30 minutes) each bidder or offeror must submit Attachment 1A, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment 1A will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment 1A, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
 - e. The submittal of a completed and signed Attachment 1A – MBE Utilization and Fair Solicitation Affidavit indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.

- 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 business days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid opening will also be considered.
 - 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.
- f. The bidder or offeror must check one of the two boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
- 1) They are therefore requesting a waiver, and
 - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 business days of being notified that they are the apparent low bidder or apparent successful offeror.
- g. The bidder or offeror must submit Attachment 1A (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment 1A is required. All of the work specified to be performed by each MBE firm, MDOT certification number, minority type, and percentages must be correct.
- h. Attachment 1A should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment 1A should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
- i. If a request for a waiver has been made, the appropriate box on Attachment 1A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
- j. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) business days from notification that the firm is the apparent low bidder or successful offeror:
- 1) A completed and signed Attachment 1A (Revised) – MBE Participation Schedule and Attachment C – Outreach Efforts Compliance Statement and Attachment D - Subcontractor Project Participation Statement. One Attachment D MBE– Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment 1A (Revised) – MBE Participation Schedule.
 - 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
 - 3) The ten (10) business days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
 - 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame

specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures
 - a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check the box on Attachment 1A indicating the request for a waiver. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
 - b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 business days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment D – Subcontractor Project Participation Statement (if applicable), Attachment E - Minority Subcontractor Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:
 - 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) business days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
 - 3) Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid or proposal opening will also be considered.
 - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
 - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
 - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
 - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
 - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
 - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.
 - c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Subcontractor Project Participation Statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment 1A (Original) or the revised Attachment 1A (Revised), if alternates were accepted.
 - d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement,

Attachment E - Minority Subcontractors Unavailability Statement, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)

- 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and may obtain legal advice or assistance from their attorney.
 - 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
 - 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the PSCP and/or GOSBA.
 - 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file.
 - 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
 - 6) When a waiver is requested, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to GOSBA and the PSCP within ten (10) business days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.
5. All contracts shall include the following:
- a. "The contractor shall perform the contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the bid or proposal".
 - b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
 - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
 - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
 - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
 - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 5) The contractor shall include in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all

payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the PSCP, and/or GOSBA may, from time to time, conduct.

7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract and will be available for inspection by the MBE Liaison, representatives from the PSCP and/or other designated official entities.

9) At the option of the MBE Liaison, or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment 1A – MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change is requested. Any desired change in Attachment 1A – MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes may occur only upon written approval by the LEA.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301.1, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison prior to initiation and should be included in subsequent monthly requisitions for payment.

13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal

should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the percentage and amount that was anticipated to be paid at the time of contract award, the percentage and amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE were below the level of commitment at the time of contract award. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.

- c. Liquidated Damages – “All Contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply with good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract”.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
- b. The MBE liaison and other school system staff should work with the project’s construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system’s representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

- f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE schedules that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
 - g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of Attachments 1A as described in section 6.0. This includes the documentation for a request for a waiver, if applicable and appropriate.
7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery
 - a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
 - b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment 1A – MDOT Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
 - c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOSBA.
 - d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment 1A – MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
 - e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP as the task orders and/or purchase orders are approved.
 - f. The contractor shall complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE’S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment 1A – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
 - g. At the completion of the contract period or the full utilization of the contract’s value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.
8. Projects Utilizing the Design/Build Delivery Method
 - a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures

- described in Section 4.0 above should be utilized for these types of projects.
- b. The bidders or offerors should be required to submit Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE schedules, at this time.
 - c. If the bidder, or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
 - d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
 - e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
 - f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State; the team should complete and submit a revised Attachment 1A – MBE Participation Schedule to the LEA for their review and approval.
 - g. If the team had indicated on the Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit that they would meet the goals and the information on the revised Attachment 1A indicates that they did meet the goals then the team should proceed with the construction of the project.
 - h. If the team had indicated on the Attachment 1A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment 1A – MBE Participation Schedule, Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F -MBE Waiver Documentation should be requested by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
 - i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on the Attachment 1A.
 - j. If a request for a waiver is made and approved, Attachment F - MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and GOSBA.
 - k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
 - l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the PSCP. These records shall include by project:
 - a. The contractor report submitted at the completion of the project;
 - b. The identity of the minority contractors employed on the project;
 - c. The type of work performed;
 - d. The actual dollar value of the work, services, supplies or equipment; and
 - e. The MBE percentage of the total contract

2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.
3. The LEA shall submit the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
4. The LEA shall submit the "Close-Out Cost Summary" (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), along with the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
 - a. All final MBE payments should be verified by the LEA MBE Liaison before submission to the PSCP.
5. Each quarter and at the end of each fiscal year end, the LEA will submit to the, PSCP Fiscal Services the monthly cumulative "Minority Business Enterprises Monthly Procurement Report GOSBA MBE Forms 1 & 2" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
6. Each fiscal year end, PSCP Fiscal Services will create an annual report "Minority Business Enterprises Monthly Procurement Report GOSBA MBE Forms 1 & 2" and Reporting Form #3 – Annual MBE Procurement Report Database – providing an accounting of payments made to MBE prime and MBE subcontractors. The LEA shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. These reports will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA's procurement personnel or project staff shall verify that the certified MBE's listed in the MBE participation schedule are actually performing the work.
2. The LEA's procurement personnel or project staff shall ensure that MBE subcontractors are receiving compensation as set forth in MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. PSCP Fiscal Services will:
 - a. Compile data on projects completed during the fiscal year;
 - b. Confirm that all MBE subcontractors listed in Attachment 1A have received payment; and
 - c. Maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities.
4. The MBE Liaison and/or the PSCP will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
5. The MBE Liaison will maintain appropriate records, and shall assist the PSCP in on-site or post-audit reviews upon request.
6. Auditors from the PSCP will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
2. The MBE Liaison will be the contact person who will work with the PSCP and GOSBA to implement

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools
(Re-Advertisement)

3. the Minority Business Enterprise Program for the school system and the State of Maryland.
The Superintendent will immediately notify the PSCP if there is a change in the MBE Liaison for the school system.

**MBE ATTACHMENT 1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the

certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products $5\% \times 60\% = 3\%$

3% *would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.*

- ✓ **Manufacturer**: A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker**: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.

- ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in the MBE Participation Schedule **MUST** meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in the MBE Utilization and Fair Solicitation Affidavit for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in the MBE Utilization and Fair Solicitation Affidavit or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Women MBE Participation:	_____ %
Total Other MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories):	<u>15%</u>
---	-------------------

MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the MBE Participation Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

_____ percent for African American-owned MBE firms

_____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete the MBE Participation Schedule and Signature Page in order to be considered for award.

OR

☐ After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete the MBE Participation Schedule and Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete the MBE Participation Schedule and Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment F);
- (b) Outreach Efforts Compliance Statement (Attachment C);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachment D);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

MBE PARTICIPATION SCHEDULE

ORIGINAL

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name			2. Prime Contractor's Address/Telephone Number	
3. Project/School Name			4. Project/School Location	
5. LEA Name: Harford County Schools			6. Base Bid Amount \$	
PSC Number:			Acceptance Alternates \$	
			Total \$	
7a. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ ☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled Telephone Number: _____ NAICS Code: _____				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$
	100% of one subgroup contract subgoal	%		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$
7b. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ ☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled Telephone Number: _____ NAICS Code: _____				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$
	100% of one subgroup contract subgoal	%		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$

MBE PARTICIPATION SCHEDULE

ORIGINAL

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

7c.				
Minority Firm Name: _____			Telephone Number: _____	
Minority Firm Address: _____			NAICS Code: _____	
MDOT Firm Certification Number: _____				
☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR 100% of one subgroup contract subgoal	%	\$	\$
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$
7d.				
Minority Firm Name: _____			Telephone Number: _____	
Minority Firm Address: _____			NAICS Code: _____	
MDOT Firm Certification Number: _____				
☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR 100% of one subgroup contract subgoal	%	\$	\$
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$
8. Reviewed and Accepted by Board of Education MBE Liaison				
Name: _____				
Title: _____				
Date: _____				
Total MBE Participation: \$ _____ %				
Total African-American MBE Participation: \$ _____ %				
Total Women MBE Participation: \$ _____ %				
Total Other MBE Participation: \$ _____ %				

SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below.**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization and Fair Solicitation and Affidavit and MBE Schedule, and (ii) the information contained on the MBE Utilization and Fair Solicitation and Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to _____ Harford County Public Schools for the _____ project, PSC # _____, I state the following:

(name)

- 1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:
- 2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
- 3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
- 4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
☐ This project does not involve bonding requirements.
- 5) ☐ Bidder/Offeror did/did not attend the pre-bid conference
☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

**MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION
STATEMENT**

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

MDOT Certification Number

NAICS Code

1. Work/Services to be performed by MBE Subcontractor: _____

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____

5. This MBE subcontract represents the following percentage of the total contract cost: _____

6. This is an African American Firm: Yes _____ No _____

7. This is a Women-Owned Firm: Yes _____ No _____

8. This is an Asian-American Owned, American Indian, Hispanic or Disabled Firm: Yes _____ No _____

(Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date: _____

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)
was offered an opportunity to bid on the _____ school project
in _____ County by _____
(Name of Prime Contractor's Firm)

2. The _____ (Minority Firm), is either unavailable for the work/service or unable
to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification #

Telephone #

1. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____

PSC No. _____

Base Contract Amount \$ _____

Plus Accepted Alternates _____

Equals Total Contract Amount \$ _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of _____ percent from certified African American-owned businesses, a minimum of _____ percent from certified Women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____, hereby certify that my position is
(Name of Company Representative)

_____, and I am the duly authorized representative of
(Position Title)

_____.
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Dollar Participation		Request For Waiver	
	Percent of Total Contract	Dollar Value of Total Contract*	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Women						
c. Other * in Sub Goal group a/b above						
TOTALS						

*** with accepted/rejected alternates**

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. *A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;*
4. *A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;*
5. *A description of the information provided to MBEs regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;*
6. *Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;*
7. *Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;*
8. *As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and*
9. *A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.*

Signature _____ Date _____
(Company Representative Name)

Sworn and subscribed before me this _____ day.

of _____ in the year _____ Notary Public _____

Reviewed and accepted by the Harford County Board of Education MBE Liaison.

Signature _____ Date _____
(MBE Liaison)

MBE Request For Waiver Master Form (July 2002)

**CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT**

IAC/PSCP Form 306.4

LEA: _____

DATE: _____

FACILITY NAME: _____

PSC NO: _____

SCOPE OF WORK: _____

REQ NO: _____

Name of MBE Subcontractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL	\$	\$	\$	

MDOT Certification Number and Classification can be located at <http://mbe.state.md.us/directory/>

MBE Classification:

African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W

African American/Women = AW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Authorized Contractor Signature/Date

Contractor Federal Tax ID #

Contractor MBE Classification # (if applicable)

Name of LEA MBE Liaison (Printed)

Signature of LEA MBE Liaison/Date

Instructions for Completion of IAC/PSCP Form 306.4
Page 3

THIS FORM TO BE COMPLETED BY PRIME CONTRACTOR ONLY

1. **LEA** – Enter full name of LEA
2. **Facility Name** – Enter full name of school/facility
3. **Scope of Work** – Enter type of work being performed (i.e. New, Renovation, Roof, HVAC, ASP – flooring, QZAB – Media Center, etc.)
4. **Date** – Date of Requisition
5. **PSC No** – Enter full PSC Number as assigned by PSCP
6. **REQ No** – Enter the number of the corresponding Requisition for Payment
7. **Name of MBE Subcontractor** – Enter full name of MBE Subcontractor
8. **MDOT Certification Number & Classification** – Enter the 5 digit MDOT Certification Number and corresponding MDOT for each MBE Subcontractor; MDOT Classifications and the MDOT website are listed on this form
9. **TOTAL MBE Contract Amount** – Enter Original Total MBE Contract Amount as state on MBE Attachments B and D; this amount should NOT be altered with change order amounts, changes to scope of work, etc. which may affect contract amount
10. **Amount to be Paid THIS Requisition** – Enter the amount to be paid to the MBE Subcontractor for work applicable to this requisition
11. **TOTAL Paid to Date** – Enter the Total amount paid to date to the MBE Subcontractor, this amount should NOT include the amount being paid on this requisition, only the total of prior payments
12. **MBE has Received FINAL payment** – Enter YES if the MBE Subcontractor has been aid in full, enter NO if the MBE Subcontractor has NOT been paid in full
13. **If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE** – Enter a brief reason for the MBE Subcontractor NOT being paid equal to or greater than the ORIGINAL Total MBE Contract Amount as stated on this form and MBE Attachments B and D; additional documentation may be required to be submitted for variance explanations
14. **Name of Contractor Firm** – Enter full name of Prime Contractor
15. **Authorized Contractor Signature/Date** – The authorized individual employed by the Prime Contractor who filled this form out should date and sign here
16. **Contractor Federal Tax ID #** - Enter the Federal Tax ID Number of the Prime Contractor
17. **Contractor MBE Classification #** - Enter the MDOT MBE Classification Number if the Prime Contractor is a MDOT Certified MBE company
18. **Name of LEA MBE Liaison** – PRINT the name of the LEA MBE Liaison (or other LEA authorized employee) responsible for VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form
19. **Signature of LEA MBE Liaison/Date** – Signature of the person VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form (signature of person stated in step 18)

Attachment H

IAC/PSCP Form 306.6

CLOSE-OUT SUMMARY

LEA: _____

DATE: _____

SCHOOL NAME: _____

PSC NO: _____

<u>Public School Construction</u>			<u>Local and Other</u>						
Allocation:									
Cash Disbursements:									
	Approved Contracts	Expenditures	Balance	Approved Contracts	Expenditures				
Construction									
A/E									
Related Costs									
Total									
I hereby certify that the data shown hereon is correct and request this project be closed.									
_____ Signature of LEA Representative									
FOR STATE USE ONLY									
ADJUSTMENTS:									
Allocation:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Initials</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Date</td> <td></td> </tr> </table>				Initials		Date	
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AUDIT COMMENTS:									
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Initials									
Date									

Minority Business Enterprise Requirement

00660

George D. Lisby Elementary School

Minority Business Enterprises are encouraged to respond to the invitation.

Minority Business Enterprise documentation is required for this project.

It is the intent of Harford County Public Schools to actively participate in the achievement of the MBE participation requirement contained herein. The contractor or suppliers who provide materials, supplies, equipment, and/or services for this project shall attempt to achieve a **minimum percent as noted below**. The bidder may use the Maryland Department of Transportation web site (www.mdot.state.md.us) to help locate Maryland Department of Transportation certified Minority Business Enterprises.

The bidder or offeror shall submit with its bid or proposal a completed “**MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule**” (Attachment 1A) that identifies the bidder or offeror’s specific commitment of certified minority business and certifies it made a good faith effort to achieve the goal established in the solicitation. The MBE Participation Schedule shall include the name of each certified MBE that will participate in the project including its respective MBE classification, and shall include the items of work to be performed or furnished and the committed price or the percentage of the contract to be paid to each MBE for the work or supply.

The failure of a bidder to complete and submit all of the required forms as required by the MBE procedures dated October 4, 2021, shall result in a determination that the bid is not responsive.

Note: The contract goals for various package bids shall be:

Package

MBE Goal Percentage

General Contractor

15 % Overall with the following Subgoals:

0 % African American Owned

0 % Women Owned

Minority Business Enterprise Requirements

Harford County Public Schools

**MINORITY BUSINESS ENTERPRISE PROCEDURES
FOR STATE FUNDED
PUBLIC SCHOOL CONSTRUCTION PROJECTS**

Approved:



**Sean W. Bulson, Ed.D.
Superintendent of Schools**

These procedures supersede the latest procedures which were previously approved on November 15, 2013.

DATE OF APPROVAL OF REVISION: October 4, 2021

These procedures were approved by the Interagency Committee on School Construction on August 1, 2020, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Harford County is October 4, 2021.

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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SUBJECT HEADING

BACKGROUND OVERVIEW

- 1.0 PURPOSE
- 2.0 EFFECTIVE DATE
- 3.0 DEFINITIONS
- 4.0 MBE GOAL SETTING PROCEDURES
- 5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS
- 6.0 IMPLEMENTING PROCEDURES - OVER \$50,000
 - 1. ADVERTISEMENTS, SOLICITATIONS AND SOLICITATION DOCUMENTS
 - 2. OTHER ADVERTISEMENT AND OUTREACH REQUIREMENTS
 - 3. ALL SOLICITATION DOCUMENTS SHALL INCLUDE
 - 4. WAIVER PROCEDURES
 - 5. ALL CONTRACTS SHALL INCLUDE
 - 6. PROJECTS UTILIZING A CONSTRUCTION MANAGER DELIVERY METHOD
 - 7. PROJECTS UTILIZING AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) OR JOB ORDER CONTRACT (JOC) DELIVERY METHOD
 - 8. PROJECTS UTILIZING THE DESIGN/BUILD DELIVERY METHOD
- 7.0 RECORDS AND REPORTS
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ATTACHMENTS

ATTACHMENT 1A - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE INSTRUCTIONS	
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT	
MBE PARTICIPATION SCHEDULE	
SIGNATURE PAGE	
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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified, and the goal was increased to 14 percent. In 2001 the General Assembly significantly changed the program, setting the overall goal to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses. In 2012, the General Assembly passed legislation authorizing the Governor's Office of Small, Minority & Women Business Affairs (GOSBA), in consultation with the Maryland Department of Transportation (MDOT) and the Office of the Attorney General, to set the overall aspirational MBE goal every two years. GOSBA proposed the increase to 29% after considering several factors prescribed by law, including the relative availability of minority- and women-owned businesses as demonstrated by the State's most recent Disparity Study, as well as the past participation of MBEs in state procurement. The 29% goal will be in place for fiscal years 2021 and 2022 on State-funded contracts.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

In July 2011, a Sub-Goal Directive was issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA). This Directive established the process for setting contract-by-contract sub-goals. Sub-goals consistent with demonstrated underrepresentation were pre-established within the Directive.

The 2012 MBE Program statute directs the Board of Public Works (BPW) to issue regulations that:

- Requiring bidders or offerors to complete a bid document that specifies the overall percentage of the contract they agree to achieve through MBEs clarifies that the documents the bidder or offeror submits for its MBE participation commitments must be made part of the executed contract with the State; and
- Requires that every contract that includes MBE participation goals contain a liquidated damages provision in the event that the prime contractor does not comply in good faith with its MBE participation commitments.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was initially established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the sub-goals to be set for school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005, May 21, 2007, and November 14, 2011.

The revised procedures issued by GOSBA in July 2011 provide guidance for establishing overall goals that are contract-specific and reasonable, and for setting subgoals only on contracts that have subcontracting opportunities.

The procedures for setting overall MBE goals have not changed, however once the overall goal is decided by the Procurement Review Group (PRG), the subgoal analysis must be completed for contracts that have a total potential MBE participation over a minimum threshold amount, as defined for specific Major Industry Categories.

All activities funded through the Public School Construction Program fall within Construction in the Major Industry Categories. In place of the original goals of 7 percent for African American-owned businesses and 10 percent for certified women-owned businesses, the subgoals for construction are now 8 percent for African American-owned businesses and 11 percent for women-owned businesses. Subgoals are not to be set for other minority groups, which may however be represented in the overall contract goal.

2.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law and the guidelines issued by GOSBA by setting appropriate goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program (PSCP). Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 29 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State PSCP funds are utilized, with a minimum of 8 percent from certified African American-owned businesses, a minimum of 11 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

3.0 EFFECTIVE DATE

These procedures have been adopted for use in Harford County Public Schools and supersede previously utilized MBE procedures, and will take effect on or after October 4, 2021, in accordance with Title 14, §3, State Finance and Procurement Article, effective July 1, 2011.

3.0 DEFINITIONS

1. Certification means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. Certified Minority Business Enterprise means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. Corporation, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the businessperson(s) ownership.)
4. Managerial Control, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business. Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:
 - a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
 - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:
 - 1) Authority to sign payroll checks and letters of credit;
 - 2) Authority to negotiate and sign for insurance and/or bonds;
 - 3) Authority to negotiate for banking services, such as establishing lines of credit; and

- 4) Authority to negotiate and sign for contracts.
- c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. Minority Business Enterprise (MBE) means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including: African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; Women; or A non-profit entity organized to promote the interests of physically or mentally disabled individuals.
6. Minority Business Enterprise Liaison means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
7. Operational Control, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:
 - a. The minority owner should have experience in the industry for which certification is being sought; and
 - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.
8. Ownership, as defined by MDOT, means that:
 - a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
 - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. Partnership means an unincorporated association of two or more persons to carry on as co- owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.
10. Socially and Economically Disadvantaged means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, increased by the Consumer Price Index (CPI); above this net personal worth figure, an individual may not be found to be socially and economically

disadvantaged. The current personal net worth figure can be found on the MDOT website at: <http://www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/Resources%20Information>.

11. Sole Proprietorship, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.
12. Days means business days unless otherwise specified. Business days are defined as Monday through and including Friday, with the exception of Nationally or State recognized holidays.

5.0 MBE GOAL SETTING PROCEDURES

1. General
 - a. The overall MBE goal and the subgoals, if appropriate, are established on a per-contract basis for the purposes of solicitation.
 - 1) Where a project consists of more than one contract, the individual contract goals and subgoals, if appropriate, should reflect the overall project goal and subgoals, if appropriate.
 - 2) The words “if appropriate” and “if applicable” throughout this document reflect the understanding that for some solicitations, no African American or Women subgoals should be established.
 - b. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
 - 1) *Race-neutral measures* include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts. These might include widespread advertising of bidding opportunities, job fairs, and similar publicity events.
 - 2) *Race-based measures* include setting an overall MBE goal and MBE subgoals, if appropriate, based upon race, gender, ethnicity, etc., for a specific contract.
2. General Considerations for Setting MBE Goal and Subgoal. The overall MBE goal and the subgoals, if appropriate, should be set for each specific project contract, considering but not limited to, the following factors:
 - a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project contract;
 - b. A determination of the number of certified MBEs that potentially could perform the identified work;
 - c. The geographic location of the project in relationship to the identified certified MBEs;
 - d. Information obtained from other State and local departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
 - e. Information obtained from other State and local departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - f. Any other activities or information that may be identified as useful and productive.
3. MBE Subgoal Setting Procedure
 - a. Once an overall MBE participation goal is set for a project contract, each unit shall determine the appropriate contract subgoals.
 - b. If the expected value of the procurement is not equal to or in excess of \$200,000, the Subgoal process is discretionary.
 - c. All State funded public school construction is classified as Construction in the Major Industry Category schedule established by regulation.
 - 1) Accordingly, subgoals for school construction projects receiving State funding participation apply to the following Subgroups:
 - African American: 8%

- Women-owned: 11%
 - 2) Dually certified firms are to be counted as being owned by a member of the relevant ethnic Subgroup, not as a woman-owned business.
 - d. Subgoals shall only be set when the overall goal is greater than or equal to the sum of the subgoals listed in subsection 3. of this section, plus two (2), i.e., the overall goal must be at least 21%; otherwise, no subgoals may be established for the contract.
 - e. A subgoal may not be set if the number of certified firms in the Subgroup is less than three
- (3).
- f. If the Subgroup has three (3) or more certified firms available to perform the work, the Recommended Subgoal should be set at the number specified above, unless a basis is provided in the Procurement Review Group documentation for not applying the specified subgoal.
 - g. For each procurement that has an overall goal, the MBE Program Subgoal Worksheet (Appendix I) shall be completed and signed by the LEA Procurement Officer and MBE Liaison
4. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the Procurement Officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the Construction Manager, and/or other individuals selected by the Superintendent or designee.
- a. The PRG should communicate and/or meet as needed to consider the subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
 - b. The PRG should consider the factors cited in 2 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
 - c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed \$200,000.
 - 1) For state-funded projects that required review of construction documents (CD), the written analysis and the MBE Program Worksheet (appendix I) shall be submitted with the CD documents to the Department of General Services, and will be reviewed by the DGS for submission, appropriate signatures and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
 - 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP, and will be reviewed for submission and appropriate signatures.
 - 3) For locally funded projects that are anticipating to be requested for state approval of planning and funding, the written analysis and the MBE Program Worksheet shall be submitted with CD documents to the MSDE, and will be reviewed for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of the documents is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.
 - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
 - 1) For state-funded projects that require review of construction documents (CD), the written analysis and the MBE Program Worksheet shall be submitted with the CD documents to the DGS, and will be reviewed for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
 - 2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP and will be reviewed for submission and appropriate signatures.
 - e. If the project cost is estimated to exceed \$200,000 then a copy of the written analysis shall

also be sent to GOSBA at the same time that the written analysis is submitted to the DGS or the PSCP.

- f. The PRG should consult with local counsel for the Board of Education as needed.
5. It is recognized that by utilizing the factors cited in 2 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (29% overall, with 8% from African American-owned businesses and 11% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.
6. Assistance in reviewing the factors cited above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the PSCP and/or GOSBA.

5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS

For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized:

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
2. All advertisements, solicitations, and solicitation documents shall include the following statement:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."
3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.
4. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by GOSBA. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.
7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over \$50,000, are not required to be submitted for these projects (\$50,000 or less).
8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.
10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them after approval by the LEA.
12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to

certified MBE firms. This should be within the contractor's final requisition for payment. The summary shall be forwarded to the PSCP with the close-out paperwork.

6.0 IMPLEMENTING PROCEDURES - Over \$50,000

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

3. All advertisements, solicitations, and solicitation documents shall include the following statements:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of __ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
 - c. If subgoals have been established for this project, then one of the following should be included:
 - 1) "The subgoals established for this project are __ percent from African American-owned businesses and __ percent from women-owned businesses."
 - 2) "The subgoal established for this project is __ percent from African American-owned businesses."
 - 3) "The subgoal established for this project is __ percent from women-owned businesses."
 - d. "Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal."
 - e. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment 1A – MDOT Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents."
 - f. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
 - g. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions.
4. Other Advertisement and Outreach Requirements
 - a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
 - b. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
 - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by GOSBA. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
 - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required schedules, and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
 - e. The names of prime contractors obtaining drawings and specifications will be shared with

- certified MBEs and MBE associations, upon request.
- f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
- f. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
"All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors are required to attempt to achieve the MBE goal and subgoals, if applicable, established for the project from certified MBEs".
- g. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of ___ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of ___ percent from certified African American-owned businesses, a minimum of ___ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.
- h. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions.
- i. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment 1A – MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule.
- 1) Attachment 1A shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
- 2) As an alternative, and at the discretion of the school system, Attachments 1A could be submitted within a maximum of 30 minutes after the due time of the bid or proposal documents. Within that time (30 minutes) each bidder or offeror must submit Attachment 1A, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment 1A will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment 1A, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
- j. The submittal of a completed and signed Attachment 1A – MBE Utilization and Fair Solicitation Affidavit indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.
- 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 business days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid opening will also be considered.
- 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

- f. The bidder or offeror must check one of the two boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
 - 1) They are therefore requesting a waiver, and
 - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 business days of being notified that they are the apparent low bidder or apparent successful offeror.
 - g. The bidder or offeror must submit Attachment 1A (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment 1A is required. All of the work specified to be performed by each MBE firm, MDOT certification number, minority type, and percentages must be correct.
 - h. Attachment 1A should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment 1A should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
 - i. If a request for a waiver has been made, the appropriate box on Attachment 1A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
 - j. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) business days from notification that the firm is the apparent low bidder or successful offeror:
 - 1) A completed and signed Attachment 1A (Revised) – MBE Participation Schedule and Attachment C – Outreach Efforts Compliance Statement and Attachment D - Subcontractor Project Participation Statement. One Attachment D MBE– Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment 1A (Revised) – MBE Participation Schedule.
 - 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
 - 3) The ten (10) business days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
 - 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.
4. Waiver Procedures
- c. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check the box on Attachment 1A indicating the request for a waiver. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.

- d. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 business days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment D – Subcontractor Project Participation Statement (if applicable), Attachment E - Minority Subcontractor Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:
- 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) business days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
 - 3) Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid or proposal opening will also be considered.
 - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
 - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
 - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
 - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
 - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
 - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.
- c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Subcontractor Project Participation Statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment 1A (Original) or the revised Attachment 1A (Revised), if alternates were accepted.
- d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Statement, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)
- 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and may obtain legal advice or assistance from their attorney.
 - 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
 - 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the PSCP and/or GOSBA.

- 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file.
 - 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
 - 6) When a waiver is requested, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to GOSBA and the PSCP within ten (10) business days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.
5. All contracts shall include the following:
- a. "The contractor shall perform the contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the bid or proposal".
 - b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
 - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
 - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
 - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
 - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 5) The contractor shall include in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
 - 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the PSCP, and/or GOSBA may, from time to time, conduct.
 - 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained

by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract and will be available for inspection by the MBE Liaison, representatives from the PSCP and/or other designated official entities.

9) At the option of the MBE Liaison, or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment 1A – MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change is requested. Any desired change in Attachment 1A – MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes may occur only upon written approval by the LEA.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301.1, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison prior to initiation and should be included in subsequent monthly requisitions for payment.

13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the percentage and amount that was anticipated to be paid at the time of contract award, the percentage and amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final

payments to any MBE were below the level of commitment at the time of contract award. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.

- c. Liquidated Damages – “All Contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply with good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract”.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
- b. The MBE liaison and other school system staff should work with the project’s construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system’s representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
- f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE schedules that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
- g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of Attachments 1A as described in section 6.0. This includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery

- a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the

- percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
- b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment 1A – MDOT Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
 - c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOSBA.
 - d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment 1A – MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
 - e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP as the task orders and/or purchase orders are approved.
 - f. The contractor shall complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE’S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment 1A – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
 - g. At the completion of the contract period or the full utilization of the contract’s value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.
8. Projects Utilizing the Design/Build Delivery Method
- a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.
 - b. The bidders or offerors should be required to submit Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE schedules, at this time.
 - c. If the bidder, or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
 - d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.

- e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
- f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State; the team should complete and submit a revised Attachment 1A – MBE Participation Schedule to the LEA for their review and approval.
- g. If the team had indicated on the Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit that they would meet the goals and the information on the revised Attachment 1A indicates that they did meet the goals then the team should proceed with the construction of the project.
- h. If the team had indicated on the Attachment 1A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment 1A – MBE Participation Schedule, Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F -MBE Waiver Documentation should be requested by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
- i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on the Attachment 1A.
- j. If a request for a waiver is made and approved, Attachment F - MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and GOSBA.
- k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
- l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

7. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the PSCP. These records shall include by project:
 - a. The contractor report submitted at the completion of the project;
 - b. The identity of the minority contractors employed on the project;
 - c. The type of work performed;
 - d. The actual dollar value of the work, services, supplies or equipment; and
 - e. The MBE percentage of the total contract
8. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.
9. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
10. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
 - a. All final MBE payments should be verified by the LEA MBE Liaison before submission to the PSCP.
11. Each quarter and at the end of each fiscal year end, the LEA will submit to the, PSCP Fiscal Services the monthly

cumulative “Minority Business Enterprises Monthly Procurement Report GOSBA MBE Forms 1 & 2” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

12. Each fiscal year end, PSCP Fiscal Services will create an annual report “Minority Business Enterprises Monthly Procurement Report GOSBA MBE Forms 1 & 2” and Reporting Form #3 – Annual MBE Procurement Report Database – providing an accounting of payments made to MBE prime and MBE subcontractors. The LEA shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. These reports will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.
2. The LEA’s procurement personnel or project staff shall ensure that MBE subcontractors are receiving compensation as set forth in MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. PSCP Fiscal Services will:
 - a. Compile data on projects completed during the fiscal year;
 - b. Confirm that all MBE subcontractors listed in Attachment 1A have received payment; and
 - c. Maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities.
4. The MBE Liaison and/or the PSCP will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
5. The MBE Liaison will maintain appropriate records, and shall assist the PSCP in on-site or post-audit reviews upon request.
6. Auditors from the PSCP will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
2. The MBE Liaison will be the contact person who will work with the PSCP and GOSBA to implement the Minority Business Enterprise Program for the school system and the State of Maryland.
3. The Superintendent will immediately notify the PSCP if there is a change in the MBE Liaison for the school system.

**MBE ATTACHMENT 1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

12. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
13. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
14. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
15. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.

16. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf

17. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

18. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

19. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products $5\% \times 60\% = 3\%$

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be

counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

20. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

21. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in the MBE Participation Schedule **MUST** meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in the MBE Utilization and Fair Solicitation Affidavit for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in the MBE Utilization and Fair Solicitation Affidavit or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
22. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Women MBE Participation:	_____ %
Total Other MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories):	<u>15%</u>
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MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the MBE Participation Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

2. **MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

_____ percent for African American-owned MBE firms

_____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete the MBE Participation Schedule and Signature Page in order to be considered for award.

OR

☐ After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete the MBE Participation Schedule and Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete the MBE Participation Schedule and Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (e) Good Faith Efforts Documentation to Support Waiver Request (Attachment F);
- (f) Outreach Efforts Compliance Statement (Attachment C);
- (g) MBE Subcontractor/MBE Prime Project Participation Statement (Attachment D);
- (h) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

MBE PARTICIPATION SCHEDULE

ORIGINAL

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name		2. Prime Contractor's Address/Telephone Number		
3. Project/School Name		4. Project/School Location		
5. LEA Name: Harford County Schools		6. Base Bid Amount \$		
PSC Number:		Acceptance Alternates \$		
		Total \$		
7a. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ ☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled Telephone Number: _____ NAICS Code: _____				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$
	100% of one subgroup contract subgoal	%		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$
7b. Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ ☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled Telephone Number: _____ NAICS Code: _____				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%	%	\$	\$
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$
	100% of one subgroup contract subgoal	%		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$

MBE PARTICIPATION SCHEDULE

ORIGINAL

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

7c.																				
Minority Firm Name: _____			Telephone Number: _____																	
Minority Firm Address: _____			NAICS Code: _____																	
MDOT Firm Certification Number: _____																				
☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled																				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																
MDOT Certified Firm	100%	%	\$	\$																
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$																
	100% of one subgroup contract subgoal	%																		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$																
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$																
7d.																				
Minority Firm Name: _____			Telephone Number: _____																	
Minority Firm Address: _____			NAICS Code: _____																	
MDOT Firm Certification Number: _____																				
☐ African American ☐ Asian American ☐ Native American ☐ Women ☐ Hispanic ☐ Disabled																				
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																
MDOT Certified Firm	100%	%	\$	\$																
MDOT Certified Prime Contractor	50% of established goal OR	%	\$	\$																
	100% of one subgroup contract subgoal	%																		
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%	%	\$	\$																
MDOT Certified Broker	Count Reasonable Fee/Commission Only	%	\$	\$																
8. Reviewed and Accepted by Board of Education MBE Liaison																				
Name: _____																				
Title: _____																				
Date: _____																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Total MBE Participation:</td> <td style="width: 30%; border-bottom: 1px solid black;">\$</td> <td style="width: 30%; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-bottom: 1px solid black;">%</td> </tr> <tr> <td>Total African-American MBE Participation:</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">%</td> </tr> <tr> <td>Total Women MBE Participation:</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">%</td> </tr> <tr> <td>Total Other MBE Participation:</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">%</td> </tr> </table>					Total MBE Participation:	\$		%	Total African-American MBE Participation:	\$		%	Total Women MBE Participation:	\$		%	Total Other MBE Participation:	\$		%
Total MBE Participation:	\$		%																	
Total African-American MBE Participation:	\$		%																	
Total Women MBE Participation:	\$		%																	
Total Other MBE Participation:	\$		%																	

SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below.**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization and Fair Solicitation and Affidavit and MBE Schedule, and (ii) the information contained on the MBE Utilization and Fair Solicitation and Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to _____ Harford County Public Schools for the _____ project, PSC # _____, I state the following:

(name)

- 1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:
- 2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
- 3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
- 4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
☐ This project does not involve bonding requirements.
- 5) ☐ Bidder/Offeror did/did not attend the pre-bid conference
☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

**MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION
STATEMENT**

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

MDOT Certification Number

NAICS Code

1. Work/Services to be performed by MBE Subcontractor: _____

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____

5. This MBE subcontract represents the following percentage of the total contract cost: _____

6. This is an African American Firm: Yes _____ No _____

7. This is a Women-Owned Firm: Yes _____ No _____

8. This is an Asian-American Owned, American Indian, Hispanic or Disabled Firm: Yes _____ No _____

(Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date: _____

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ school project
in _____ County by _____
(Name of Prime Contractor's Firm)

```
*****
*****
```

2. The _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s): _____

Signature of Minority Firm's MBE Representative	Title	Date
---	-------	------

MDOT Certification #

Telephone #

2. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ PSC No. _____

Base Contract Amount \$ _____

Plus Accepted Alternates _____

Equals Total Contract Amount \$ _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of _____ percent from certified African American-owned businesses, a minimum of _____ percent from certified Women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____, hereby certify that my position is
(Name of Company Representative)

_____, and I am the duly authorized representative of
(Position Title)

_____.
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Dollar Participation		Request For Waiver	
	Percent of Total Contract	Dollar Value of Total Contract*	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Women						
c. Other * in Sub Goal group a/b above						
TOTALS						

*** with accepted/rejected alternates**

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

10. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
11. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
12. *A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;*
13. *A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;*
14. *A description of the information provided to MBEs regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;*
15. *Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;*
16. *Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;*
17. *As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and*
18. *A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.*

Signature _____ Date _____
(Company Representative Name)

Sworn and subscribed before me this _____ day.

of _____ in the year _____ Notary Public _____
.....

Reviewed and accepted by the Harford County Board of Education MBE Liaison.

Signature _____ Date _____
(MBE Liaison)

MBE Request For Waiver Master Form (July 2002)

**CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT**

IAC/PSCP Form 306.4

LEA: _____

DATE: _____

FACILITY NAME: _____

PSC NO: _____

SCOPE OF WORK: _____

REQ NO: _____

Name of MBE Subcontractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL	\$	\$	\$	

MDOT Certification Number and Classification can be located at <http://mbe.state.md.us/directory/>

MBE Classification:

African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W

African American/Women = AW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Authorized Contractor Signature/Date

Contractor Federal Tax ID #

Contractor MBE Classification # (if applicable)

Name of LEA MBE Liaison (Printed)

Signature of LEA MBE Liaison/Date

Instructions for Completion of IAC/PSCP Form 306.4
Page 3

THIS FORM TO BE COMPLETED BY PRIME CONTRACTOR ONLY

20. **LEA** – Enter full name of LEA
21. **Facility Name** – Enter full name of school/facility
22. **Scope of Work** – Enter type of work being performed (i.e. New, Renovation, Roof, HVAC, ASP – flooring, QZAB – Media Center, etc.)
23. **Date** – Date of Requisition
24. **PSC No** – Enter full PSC Number as assigned by PSCP
25. **REQ No** – Enter the number of the corresponding Requisition for Payment
26. **Name of MBE Subcontractor** – Enter full name of MBE Subcontractor
27. **MDOT Certification Number & Classification** – Enter the 5 digit MDOT Certification Number and corresponding MDOT for each MBE Subcontractor; MDOT Classifications and the MDOT website are listed on this form
28. **TOTAL MBE Contract Amount** – Enter Original Total MBE Contract Amount as state on MBE Attachments B and D; this amount should NOT be altered with change order amounts, changes to scope of work, etc. which may affect contract amount
29. **Amount to be Paid THIS Requisition** – Enter the amount to be paid to the MBE Subcontractor for work applicable to this requisition
30. **TOTAL Paid to Date** – Enter the Total amount paid to date to the MBE Subcontractor, this amount should NOT include the amount being paid on this requisition, only the total of prior payments
31. **MBE has Received FINAL payment** – Enter YES if the MBE Subcontractor has been aid in full, enter NO if the MBE Subcontractor has NOT been paid in full
32. **If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE** – Enter a brief reason for the MBE Subcontractor NOT being paid equal to or greater than the ORIGINAL Total MBE Contract Amount as stated on this form and MBE Attachments B and D; additional documentation may be required to be submitted for variance explanations
33. **Name of Contractor Firm** – Enter full name of Prime Contractor
34. **Authorized Contractor Signature/Date** – The authorized individual employed by the Prime Contractor who filled this form out should date and sign here
35. **Contractor Federal Tax ID #** - Enter the Federal Tax ID Number of the Prime Contractor
36. **Contractor MBE Classification #** - Enter the MDOT MBE Classification Number if the Prime Contractor is a MDOT Certified MBE company
37. **Name of LEA MBE Liaison** – PRINT the name of the LEA MBE Liaison (or other LEA authorized employee) responsible for VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form
38. **Signature of LEA MBE Liaison/Date** – Signature of the person VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form (signature of person stated in step 18)

Attachment H

IAC/PSCP Form 306.6

CLOSE-OUT SUMMARY

LEA: _____

DATE: _____

SCHOOL NAME: _____

PSC NO: _____

	<u>Public School Construction</u>	<u>Local and Other</u>	
Allocation:	_____	_____	
Cash Disbursements:	_____	_____	
	Approved Contracts	Expenditures	Balance
	Approved Contracts	Expenditures	Total Expenditures
Construction			
A/E			
Related Costs			
Total			
I hereby certify that the data shown hereon is correct and request this project be closed.			
Signature of LEA Representative			
FOR STATE USE ONLY			
ADJUSTMENTS:			
Allocation:	_____	Initials	
Cash:	_____	Date	
AUDIT COMMENTS:			
		Initials	
		Date	

PERFORMANCE BOND

Principal	Business Address of Principal
Surety	Obligee Board of Education of Harford County
A corporation of the State of _____ And authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words And figures)	Date of Contract _____, 20__
Description of Contract	Date of Bond Executed _____, 20__
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Board, and during the guarantee and warranty period, if any, required under the contract, unless otherwise stated therein, this, Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Board to be in default under the Contract, the Surety may, within 15 days after notice of default from the Board, notify the Board of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In event the Surety does not elect to exercise either of the above stated options, then the Board thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with Maryland's Little Miller Act (Md. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), and the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

Individual Principal

_____ as to _____

(SEAL)

In Presence of:

Co-Partnership Principal

(SEAL)
(Name of Co-Partnership)

Bid #25-JHP-001
Paving and ADA Improvements at
Dublin and George D. Lisby Elementary Schools

_____ as to By: _____(SEAL)

_____ as to By: _____(SEAL)

_____ as to By: _____(SEAL)

Corporate Principal

Attest: _____
(Name of Corporation)

_____ as to By: _____
Corporate Secretary President AFFIX
CORPORATE
SEAL

(Surety)

Attest: _____
CORPORATE (SEAL) By: _____
AFFIX
SEAL

Signature Title: _____

Bonding Agent's Name: _____
(Business Address of Surety)

Agent's Address: _____

End of Performance Bond

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee Board of Education of Harford County
A corporation of the State of _____ And authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words And figures)	Date of Contract _____, 20__
Description of Contract	Date of Bond Executed _____, 20__
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors, and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Education for Harford County, Maryland ("Board"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials

(including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided under Maryland's Little Miller Act (presently contained in MD. State Fin. & Proc. Code Ann. Sec. 17-101 et seq.), as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Little Miller Act, sue on this Bond for the use of such claimant, prosecute, the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or Joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

Individual Principal

_____ as to _____(SEAL)

In Presence of:

Co-Partnership Principal

_____ (SEAL)

(Name of Co-Partnership)

_____ as to By: _____(SEAL)

_____ as to By: _____(SEAL)

_____ as to By: _____(SEAL)

Corporate Principal

(Name of Corporation)

AFFIX

Attest: _____(SEAL) By: _____
CORPORATE

SEAL

Title: _____

Signature

Bonding Agent's Name: _____

(Business Address of Surety)

Agent's Address: _____

End of Payment Bond