

GRIMM + PARKER

ARCHITECTS

October 20, 2026

**New Combination Harford Academy and Elementary School Modified 05A Package - Steel
ADDENDUM NO. 2
22419**

TO THE CONTRACT DRAWINGS AND SPECIFICATIONS FOR THE REFERENCED PROJECT, DATED October 5, 2026, AS PREPARED BY GRIMM AND PARKER ARCHITECTS, 11720 BELTSVILLE DRIVE, SUITE 600, CALVERTON, MARYLAND 20705.

This Addendum includes changes and clarifications to the Contract Documents. The information includes the following:

SPECIFICATION ITEMS:

ITEM NO. 1: SECTION 00 01 00 INSTRUCTIONS TO BIDDERS

00 01 00-5 Part 11.1.d.
REPLACE "d. Steel Complete – 01/07/2028" with "d. Steel Complete- 05/08/2028" per attached revised Specification Section 00 01 00.

ITEM NO. 2: SECTION 00 66 00 MINORITY BUSINESS ENTERPRISE REQUIREMENTS

REPLACE Specification Section 00 66 00- Minority Business Enterprise Requirements in its entirety with the attached revised Specification Section 00 66 00.

ITEM NO. 3: SECTION 00 83 00 CONTRACT PACKAGES

00 83 00-20 Part 3.02.A, list of specifications
REPLACE "07 21 60 Structural Thermal Break" with "07 21 60 Structural Thermal Break (As Applicable)". Please see attached revised Specification Section 08 30 00.

00 83 00-28 Part 3.13 Contract Packages – Scope Sketches - Sketch H
REPLACE Sketch H with revised Sketch H as indicated in attached revised Specification Section 08 30 00.

Attachments:

A. *Specifications*

End of Addendum No. 2

ATTACHMENT A

ADD NO. 2- 10.20.26

SECTION 00100 – INSTRUCTIONS TO BIDDERS

PART 1 - PROPOSALS

- 1.1 Sealed proposals for: *New Combination Harford Academy and Elementary School 05A Package-Steel, located at 1605 Eva Mar Boulevard, Bel Air, Maryland*, shall be received at the Harford County Public Schools Planning & Construction Department, Facilities Training Center at 2209 Conowingo Road, Bel Air, Maryland, until **2:00 p.m.** local time on October 27, 2026. Bidders shall submit the completed Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Schedule for Participation of Certified Minority Business Enterprises within thirty (30) minutes of submitting the bid proposal; failure to submit will result in the bid being determined non-responsive. Then at **2:30 p.m.** local time all bids will be publicly opened and read.
- 1.2 All proposals shall be submitted in duplicate on the detached proposal forms provided by the Architect. Each bidder must submit a Base Bid (provided for on the proposal forms), and give all other information called for on the proposal form.
 - 1.2.1 Bids
 - A. Base Bid: One lump sum is required. Lump sum bid shall not include any work for which unit price is required.
 - B. Base Bids: More than one lump sum bid is required. See SUMMARY section of Division 1, General Requirements, for scope of work for each lump sum bid. Lump sum bid shall not include any work for which unit price is required.
 - C. Alternate Prices: Alternate prices are required for alternates scheduled in Alternate Bids section of Division 1, General Requirements. State amount to be added or deducted for each alternate.
 - D. Unit Prices: A price stated in the bid as a per unit of measurement of materials, equipment or services. This price represents work in place, i.e inclusive of all overhead and profit.
 - E. Basis of Award:
 1. The Owner reserves the right to accept, as may be determined by the Contracting Officer to be in the best interest of the Owner, the lump sum bid, unit price bid(s), and any, some or all of the bids on Alternates.
 2. For purposes of determining the relative standing of the bidders in making an award, there shall be added to the lump sum bid or deducted from (as appropriate):
 - a. The unit Price bid(s) extended by the applicable number of units shown on the bid form.
- 1.3 PRE-BID REQUIREMENTS AND NOTICES
 - A. Pre-Bid Conference:

1. A pre-bid conference will be held on *October 13, 2026, at 10:00 a.m.* ^{ADD NO 1} local time at the CM Office on site at 301 North Fountain Green Road, Bel Air, MD 21015. Please see site map attached to 00 00 20 Invitation to Bid for location of office.
 2. Bidders' participation is encouraged although attendance is not mandatory. The conference will provide opportunity for discussion of the nature of the work and problems that may be entailed, as well as to answer questions concerning contract provisions and requirements, including drawings and specifications. Bidders are requested to submit questions relative to the bidding documents in advance of the meeting so that the Architect may prepare responses.
 3. No oral statement made by an Owner representative during the pre-bid conference, nor any written record of such oral statements as may be made and subsequently furnished to the bidder, will be deemed to have the effect of adding to, modifying, or otherwise varying from the written provisions of the invitation for bids (including, but not limited to specifications, drawings and written amendments to the solicitation). In the event the discussion or questions raised during the pre-bid conference indicate a need to modify the invitation for bids, an amendment to the solicitation will be issued in writing; any such amendment to the solicitation must be acknowledged in the same manner and under the same conditions as all other written amendments to an invitation for bids.
- B. Visit to Site: To arrange for the site visit, contact the following persons at J Vinton Schafer Construction:
- Tim Taylor, 443-829-2316, ttaylor@quandel.com
Bryan Jones, 443-834-3171, bjones@quandel.com
- 1.4. All proposals must be signed with a full name and address of the bidder, if an individual; if a partnership, with the partnership name by a member of the firm, giving also the full name and address of each member; if a corporation, by an officer in the corporate name with the corporate seal attached to such signature.
 - 1.5. Proposals in duplicate shall be enclosed and sealed in a plain envelope marked on the outside:
*New Combination Harford Academy and Elementary School 05A Package-Steel,
1605 Eva Mar Boulevard, Bel Air, Maryland.*
 - 1.6. The bidder shall submit the completed Attachment D-1A Minority Business Enterprise Utilization and Fair Solicitation Affidavit and the Schedule for Participation of Certified Minority Business Enterprises within thirty (30) minutes of submitting the bid proposal. Failure to submit will result in the bid being determined non-responsive. The apparent low bidder shall submit additional minority business enterprise material and supporting data which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

PART 2 - ACCEPTANCE OF PROPOSALS

- 2.1 No proposals may be withdrawn for at least ninety (90) days after the time set for delivery of proposals.
- 2.2 The Owner reserves the right to waive any informalities in bidding, to accept any bids or unit prices, or to award the Contract to those parties deemed most advantageous to its best interests.
- 2.3 All bids may be rejected at the discretion of the Owner. Any bid may be rejected for lack of conformity with notice and instruction to bidders, interest of any person in more than one proposal, evidence of collusion between bidder, unbalanced proposal, or lack of responsibility of bidders.
- 2.4 The Owner reserves the right to accept the base bid and the alternates in any order.

PART 3 – eMARYLAND MARKETPLACE REGISTRATION ADVANTAGE (eMMA)

- 3.1 Contractors are **required** to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

PART 4 - ADDENDA AND INTERPRETATIONS

- 4.1 No interpretation of the meaning of the drawings, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be via email to Bryan Jones at J. Vinton Schafer Construction: 443-834-3171, bjones@quandel.com to be given consideration, and must be received at least six (6) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the drawings and specifications which will be emailed with read receipt requested to all prospective bidders (at the respective email addresses furnished for such purpose). Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- 4.2 Bidders are requested to study the drawings and specifications in sufficient detail to ask as many of their questions as possible during the first half of the bidding period to avoid elaborate "last minute" addenda.

PART 5 - FAMILIARITY WITH THE WORK

- 5.1 Before submitting proposals, bidders should carefully examine the proposed Contract Documents, inspect the site of the project, acquaint themselves with all governing

laws, ordinances, etc., and thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized himself, and therefore, no concession will be granted by the Owner because of any claim of misunderstanding or lack of information.

- 5.2 Failure to do so shall be at the risk of the Contractor. Any further requests for substitutions will only be considered following the award of Contract.

PART 6 - BID SECURITY

- 6.1 Bidder shall furnish with his proposal, a certified check made payable to the Owner or an approved Bid Bond in an amount not less than 5% of the amount of the Combined Bids. This bid security may be held by the Owner up to ninety (90) days after date of receiving bids, after which time they shall be returned to the bidder.
- 6.2 Bid security shall be forfeited to the Owner should the Contractor to whom the bid is awarded fail to execute the contract and to furnish an approved contract security bond as required by the specifications within ten (10) days from the date of award.

PART 7 - CONTRACT SECURITY

- 7.1 The Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor and furnishing material in connection with the contract. It is to be a corporate bond with an approved bonding company.

PART 8 - COPIES OF PLANS

- 8.1 All bid documents including drawings, specifications, and addenda will be available for viewing, and downloading from J. Vinton Schafer Construction's bid invitation software. To request documents, please send an email to Bryan Jones at Bjones@quandel.com.

PART 9 - BIDDER QUALIFICATIONS

- 9.1 **Contractor's Qualification Statement**
Construction contractors wishing to submit proposals issued by Harford County Public Schools shall be pre-qualified by Harford County Public Schools as set forth by the Code of Maryland Regulations (COMAR), Article 21.05.02.05.
- 9.2 As set forth in the Invitation To Bid, construction contractor's wishing to submit proposals issued by Harford County Public Schools shall be pre-qualified by Harford County Public Schools by submitting a Contractor's Qualification Statement (AIA Document A 305 – 1986) three (3) days prior to receipt of bids, to Cara Hughes, at

Harford County Public Schools Planning & Construction Department, 2209 Conowingo Road, Bel Air, Maryland 21015. Email: cara.hughes@hcps.org
Failure to provide valid and complete information may result in the proposal being rejected as non-responsive.

- 9.3 The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the work. Conditional bids will not be accepted.

PART 10 - CONTRACTOR CERTIFICATE OF REGISTRATION

- 10.1 Bidders are required under Article 56, Section 270 ®, Annotated Code of Maryland, to show evidence of Certificate of Registration before the proposal may be received and considered. The bidder shall place on the outside of the envelope containing the "Registered Maryland Contractor Number _____."
- 10.2 Numbers may be obtained from the State License Bureau, 301 West Preston Street, Baltimore, Maryland 21201.

PART 11 – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME:

****CONTRACTORS TO BE SUBSTANTIALLY COMPLETE WITH PROJECT BY *THE FOLLOWING DATES:*

- 11.1 A clause will be inserted in the Contract between the Owner and Contractor to the effect that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand Dollars (\$1,000.00) for each calendar day of delay beyond the Substantial and/or Final Completion Dates stipulated in the Contract for occupancy and use for the following milestones:
- a. Anticipated Notice to Proceed – 11/24/2026**
 - b. Start Steel Area A&H – 10/05/2027**
 - c. Finish Decking Area A&H – 11/22/2027**
 - d. Steel Complete – 05/08/2028 ADD NO. 2 10/20/26**
- 11.2 The time in which the Contractor agrees to complete the Work is of the essence to the Contract and failure to complete within the Contract Time specified will entitle the Owner to, and he will, deduct and retain out of monies which may be due the Contractor under the Contract, the sum stated above and in the proposal from for each calendar day, in excess of the time stated, including Sundays and legal holidays. The sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the Owner because of the delay, official starting date being 5 days after the Grading Permit has been issued, or 5 days after issuance of the Notice to Proceed, whichever is later.

- 11.3 Requests for extension of the Contract Time due to strikes, lack of materials or any condition over which the Contractor has no control will be reviewed by the Owner after written application is made for a time extension to the Architect. Any request for an extension of Contract Time is to be made immediately upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and detailed proof given for such delays beyond Contractor's control, these to be made in writing to the Architect. In establishing the time of construction completion, the weather conditions as no request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five years.

**MANDATORY LIQUIDATED DAMAGES CONTRACT PROVISION FOR MBE
NONCOMPLIANCE:**

- 11.4 This contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (MBE) Program and contract provisions. The Owner and the Contractor acknowledge and agree that the Owner will incur damages, including but not limited to loss of good will, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Owner might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 11.5 Therefore, upon a determination by the Owner that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Owner at the rates set forth below. The Contractor expressly agrees that the Owner may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Owner is anticipated to incur as a result of such violation.
- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.02.13B (3): \$33.80 per day until the monthly report is submitted as required.
 - b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$118.32 per MBE subcontractor.
 - c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
 - d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

- 11.6 Notwithstanding the use of liquidated damages, the Owner reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

PART 12 - TAXES

- 12.1 The Contractor shall pay all required Federal, State, and local sales and use taxes, and similar levies on material, tools and equipment purchased to complete the contract.

PART 13 - CONTRACT DOCUMENTS

- 13.1 Bid documents can be obtained from J. Vinton Schafer Construction electronically. No paper copies of the contract documents will be made available.

PART 14 - INSPECTION OF SITE

- 14.1 Each bidder shall visit the Job Site and inform himself as to the conditions under which the Work is to be done. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid.

PART 15 - AWARD OF CONTRACT

- 15.1 Tie Bids: In the event of tie bids where all factors are equal, award shall be made to the Harford County Bidder, the Out-of-County Bidder, the Bidder incorporated in Maryland, and the Bidder not incorporated in the State of Maryland, in that order of preference. If bidders within these geographic designations are equal as to all factors of consideration, the award shall be made by a toss of the coin.

PART 16 - BUY AMERICAN STEEL

- 16.1 Consistent with the provisions of the Maryland Annotated Code, Article 7A, Sections 68 through 72, inclusive, known as the "Buy American Steel" Act of the General Assembly of Maryland, Acts of 1978.
- 16.2 Wherever in these INSTRUCTIONS TO BIDDERS, "steel product, as hereafter defined, are part of the supplies, services or construction required by Owner, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the parties bidding shall predicate their base offer solely upon "steel products" manufactured in the United States of America or one of its territories, continental or insular, subject to the jurisdiction of the United States in sufficient quantities to meet the requirements of the Contract, in which event the Base Bid is to contain a certification to this effect.
- 16.3 Each bidder shall furthermore attach to his BID FORM (using the Form for Substitution of Materials), the proposed cost of the supplies, services or construction required by Owner where foreign "steel products" are proposed to be used.

- 16.4 The Owner, in addition to all other reservation set forth in the Bidding Requirements, shall at the time of the issuance of the Award and Contract pursuant thereto, determine whether the supplies, services or construction required is to utilize steel products of domestic or foreign origin.
- 16.5 Note further that in the event the Award and Contract pursuant thereto is predicated upon the utilization of domestic "steel products", then, in addition to all other requirements mandated for performance hereafter in these INSTRUCTIONS TO BIDDERS, and all documents issued in association to whom the Award and Contract pursuant thereto is issued, shall as a further condition precedent to the obtaining of Final Payment from Owner, furnish same with a certificate under oath that all "steel products" supplied, delivered or constructed were of domestic origin.
- 16.6 The "Buy American Steel" Act of Maryland defines "steel products" as any product: "rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations from steel made in the United States by the open-hearth, basic oxygen, electric furnace, bessemer, or other steel making process". The Contractor should comply with the provisions of Section 17.301 through and including 17.306 of the State Finance and Procurement Article of the Annotated Code of Maryland (as amended from time to time), entitled "Steel Procurement for Public Works."
- 16.7 The Contractor's Affidavit of Compliance with said provisions may be required before payment is made.

PART 17 - MINORITY BUSINESS ENTERPRISES IN PUBLIC SCHOOL CONSTRUCTION PROJECTS

- 17.1 The successful bidder shall comply with the attached Section 00660, Harford County Public Schools and State of Maryland, Administrative Procedure, dated October 4, 2021, including the following forms pertaining to a Minority Business Enterprises.

Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit
MBE Participation Schedule
Outreach Efforts Compliance Statement
Minority Business Enterprises Subcontractor Project Participation Statement
Minority Subcontractor Unavailability Certificate
MBE Waiver Documentation
Standard Monthly Contractor's Requisition for Payment
Close-Out Cost Summary

PART 18 - VENDOR/CONTRACTOR DISQUALIFICATION BRIBERY

- 18.1 A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity, upon submitting a bid or otherwise applying for a contract, shall have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of the State or Federal Government.

PART 19 - AFFIDAVIT: EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 19.1 The General Contractor shall acknowledge the following requirements of Section 11722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland, as described in Section 00720 – Supplementary General Conditions; Article 19 – Special Policies; 19.3, 19.4, 19.5, 19.6 and 19.7.
- 19.2 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, (Section 00640), which is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low bidder.

PART 20 - INFORMATIONAL PRICES

- 20.1 Within 2 days after notification of apparent low bidder, the successful bidder must provide the following list of informational prices to Harford County Public Schools (HCPS). The informational prices are to be used for accounting purposes by the Owner and will in no way affect the award of the total contract to the lowest qualifying bidder. However, Contractor's first requisition for payment will be withheld until requested prices have been submitted.

PART 21 - WORK HOURS

- 21.1 Jobsite hours are as follows:

Monday- Friday:	7:00 am – 3:30 pm
Saturday:	7:00 am – 3:30 pm (as coordinated with Construction Manager).
Sunday	9:00 am – 3:30 pm (as coordinated with Construction Manager).

00 66 00 – MINORITY BUSINESS ENTERPRISE REQUIREMENTS
ADD NO. 2- 10.20.26

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 percentage as noted below**. The bidder may utilize the Maryland Department of Transportation website (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 D-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 the required forms as required by the MBE procedures dated September 1, 2026, shall result in a determination that the bid is not responsive.

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

<u>Package</u>	<u>MBE Goal Percentage</u>
05A – Steel	15% Overall

**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 October 4, 2021.**

DATE OF APPROVAL OF REVISION: September 1, 2026

This version includes new Attachment D-1A, required by the Maryland Department of General Services Office of State Procurement and the Maryland Department of Social and Economic Mobility Office of Small, Minority, and Women Business Affairs for solicitations posted on or after September 1, 2026.

The effective date for implementation for projects in Harford County is September 1, 2026.

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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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 sets as a goal that at least 10% of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts are awarded to minority business enterprises. This law was subsequently modified, and the goal was increased to 14%. In 2001 the General Assembly significantly changed the program, setting the overall goal to 25% with subcontracting subgoals of 7% for certified African American-owned businesses and 10% 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 woman 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 Board of Public Works revised the Rules, Regulations, and Procedures for the Administration of the School Construction Program 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 subgoals. Subgoals 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:

- Require 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 if 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% for African American-owned businesses and 10% for certified women-owned businesses, the subgoals for construction are now 8% for African American owned businesses and 11% for woman owned businesses. Subgoals are not to be set for other minority groups, which may however be represented in the overall contract goal.

SECTION 1 - PURPOSE

- 1.1 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% 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% from certified African American owned businesses, a minimum of 11% from certified woman 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.

SECTION 2 - EFFECTIVE DATE

- 2.1 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.

SECTION 3 - DEFINITIONS

3.1. Certification

- 3.1.1. 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.

3.2. Certified Minority Business Enterprise

- 3.2.1. A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3.3. Corporation

- 3.3.1. 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% of the voting stock and at least 51% 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.

3.4. Managerial Control

- 3.4.1. 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:
- 3.4.1. 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;
- 3.4.2. 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:
- Authority to sign payroll checks and letters of credit;
 - Authority to negotiate and sign for insurance and/or bonds;
 - Authority to negotiate for banking services, ex. establishing lines of credit, and;
 - Authority to negotiate and sign for contracts.

- 3.4.3. Agreements for support services that do not lessen the minority owner's control of the company are permitted if the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
- 3.5. Minority Business Enterprise (MBE)
- 3.5.1. Any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51% 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.
- 3.6. Minority Business Enterprise Liaison
- 3.6.1. The employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
- 3.7. Operational Control
- 3.7.1 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, 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:
- The minority owner should have experience in the industry for which certification is being sought, and;
 - 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.
- 3.8. Ownership
- 3.8.1. As defined by MDOT, means that; 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.

- 3.8.2. 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, held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.

3.9. Partnership

- 3.9.1. 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% of the partnership capital.

3.10. Socially and Economically Disadvantaged

- 3.10.1. 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>.

3.11. Sole Proprietorship

- 3.11.1. 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.

3.12. Days

- 3.12.1. Business days unless otherwise specified. Business days are defined as Monday through and including Friday, except for Nationally or State recognized holidays.

SECTION 4 - MBE GOAL SETTING PROCEDURES

4.1. General

- 4.1.1. The overall MBE goal and the subgoals, if appropriate, are established on a per-contract basis for the purposes of solicitation.

- 4.1.2. 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.
- 4.1.3. The words “if appropriate” and “if applicable” throughout this document reflect the understanding that for some solicitations, no African American or Woman subgoals should be established.
- 4.1.4. 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.
- 4.1.5. *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.
- 4.1.6. *Race-based measures* include setting an overall MBE goal and MBE subgoals, if appropriate, based upon race, gender, ethnicity, etc., for a specific contract.
- 4.2. General Considerations for Setting MBE Goal and Subgoal(s)
 - 4.2.1. 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:
 - The extent to which the work is to be performed can reasonably be segmented to allow for MBEs to participate in the project contract;
 - A determination of the number of certified MBEs that potentially could perform the identified work;
 - The geographic location of the project in relationship to the identified certified MBEs;
 - Information obtained from other State and local departments/agencies related to establishing an MBE goal and/or subgoal(s) for similar construction projects or work in the jurisdiction;
 - Information obtained from other State and local departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - Any other activities or information that may be identified as useful and productive.
- 4.3. MBE Subgoal Setting Procedure
 - 4.3.1. Once an overall MBE participation goal is set for a project contract, each unit shall determine the appropriate contract subgoals.

4.3.2. If the expected value of the procurement is not equal to or in excess of \$200,000, the Subgoal process is discretionary.

4.3.3. All State funded public school construction is classified as Construction in the Major Industry Category schedule established by regulations. Accordingly, subgoals for school construction projects receiving State funding participation apply to the following Subgroups:

- African American: 8%
- Woman-Owned: 11%

* Dually certified firms are to be counted as being owned by a member of the relevant ethnic Subgroup, not as a woman-owned business.

4.3.4. Subgoals shall only be set when the overall goal is greater than or equal to the sum of the subgoals listed above, plus two (2), i.e., the overall goal must be at least 21%; otherwise, no subgoals may be established for the Contract.

4.3.5. A Subgoal may not be set if the number of certified firms in the Subgroup is less than three (3).

4.3.6. 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.

4.3.7. For each procurement that has an overall goal, the MBE Program Subgoal Worksheet (Appendix I) shall be completed and signed by the LEA Procurement Office and MBE Liaison.

4.4. Procurement Review Groups

4.4.1. 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.

4.4.2. 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.

4.4.3. The PRG should consider the factors cited in the above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.

4.4.4. 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.

- 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.
 - For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet 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.
 - For locally funded projects that are anticipated 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 subgoal(s), 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.
- 4.4.5. 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.
- 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.
 - 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.
- 4.4.6. 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.
- 4.4.7. The PRG should consult with local counsel for the Board of Education as needed.
- 4.5. It is recognized that by utilizing the factors cited in the 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.

- 4.6. 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.

SECTION 5 - IMPLEMENTING PROCEDURES - \$50,000 OR LESS

- 5.1. For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized:
 - 5.1.1. An MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
 - 5.1.2. All advertisements, solicitations, and solicitation documents shall include the following statement:
 - Certified Minority Business Enterprises are encouraged to respond to this solicitation.
 - 5.1.3. 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.
 - 5.1.4. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
 - 5.1.5. 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.
 - 5.1.6. Upon request for a specific project, the school system shall provide one set of drawings and specifications, as well as 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 member may be initiated to justify continuation of this service.
 - 5.1.7. 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).
 - 5.1.8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
 - 5.1.9. 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.

- 5.1.10. 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.
- 5.1.11. 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.
- 5.1.12. 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.

SECTION 6 – IMPLEMENTING PROCEDURES – OVER \$50,000

- 6.1. For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:
- 6.1.1. All advertisements, solicitations, and solicitation documents shall include the following statements:
1. Certified Minority Business Enterprises are encouraged to respond to this solicitation.
 2. 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 15% 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.
 3. If subgoals have been established for this project, then one of the following should be included:
 - The subgoals established for this project are % from African American-owned businesses and % from woman-owned businesses.
 - The subgoal established for this project is % from woman-owned businesses.

- The subgoal established for this project is % from African American-owned businesses.
- Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.
- The bidder or offeror is required to submit with its bid or proposal a completed Attachment D1A – MDOT Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents.
- If there is no overall MBE goal or MBE subgoals established for the project, then only Item 1 above is to be included.
- 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.

6.2. OTHER ADVERTISEMENT AND OUTREACH REQUIREMENTS:

- 6.2.1. 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.
- 6.2.2. A copy of the solicitation notice, preferably electronically, shall be sent to GOSBA at the same time the advertisement for the solicitation is released.
- 6.2.3. 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.
- 6.2.4. 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.

- 6.2.5. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
- 6.2.6. 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.

6.3. SOLICITATION DOCUMENTS

6.3.1. All solicitation documents shall include the following:

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.
2. 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.
3. 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 15 % of the total contract value is with certified Minority Business Enterprises, with a minimum of % from certified African American-owned businesses, a minimum of % 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 6.1.1.3. above for variations that may be required.
4. 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.
5. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment D-1A – MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule.
 - Attachment D-1A shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
 - As an alternative, and at the discretion of the school system, Attachment D-1A could be submitted within a maximum of 30 minutes after the due time of the bid or proposal documents. Within that time, each bidder or offeror must submit Attachment D-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 D-1A will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope with Attachment D-1A prior to the specified time

allowed 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.

6. The submittal of a completed and signed Attachment D-1A – MBE Utilization and Fair Solicitation Affidavit indicate the bidder or offeror's recognition and commitment to attempt to achieve the MBE goal and/or subgoal(s), if applicable, for the specific project.
 - 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.
 - 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.
7. The bidder or offeror must check one of the two boxes on Attachment D-1A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that if they did not meet the MBE goal or subgoals, if applicable, that:
 - They are therefore requesting a waiver, and;
 - 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.
8. The bidder or offeror must submit Attachment D-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 complete and accurate Attachment D-1A is required. All the work specified to be performed by each MBE firm, MDOT certification number, minority type, and percentages must be correct.
9. Attachment D-1A should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment D-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.
10. If a request for a waiver has been made, the appropriate box on Attachment D-1A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder 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.
11. 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:

- Attachment D-1A- MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule; completed and signed.
 - Attachment D-3A- Certified MBE Subcontractor Participation Certification
 - Attachment D-2- Outreach Efforts Compliance Statement
 - Affidavit: Employment of Sex Offenders and Other Criminal Offenders
12. 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
 - An electronic communication
13. The ten (10) business days do not include the day the notification is received, weekends, state holidays, or federal holidays; but the material submitted must be received by the close of business on the tenth day.
14. 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 in the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

6.4. WAIVER PROCEDURES

- 6.4.1. 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 D-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.
- 6.4.2. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoal(s), 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:

- Attachment D-1B – MBE Subcontractor Unavailability Certificate
- Attachment D-1C – Good Faith Efforts Documentation to Support Waiver Request
- Attachment D-2 – Outreach Efforts Compliance Statement
- 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 the 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.
 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.

6.4.3. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit:

- Attachment D-3A- Certified MBE Subcontractor Participation Certification

- 6.4.4. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of:
- Attachment D-2- Outreach Efforts Compliance Statement
 - Attachment D-1B- MBE Subcontractor Unavailability Certificate
 - MBE Waiver Documentation as described above in 6.4.2., Items 1-9.
- 6.4.5. The MBE Liaison will review and accept or reject the MBE material that is submitted and may obtain legal advice or assistance from their attorney.
- 6.4.6. The MBE waiver request may not be considered unless all the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
- 6.4.7. Assistance in the review of a request for a waiver, documentation and justification may be requested from the PSCP and/or GOSBA.
- 6.4.8. If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon the 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.
- 6.4.9. If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon the 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.
- 6.4.10. When a waiver is requested, a copy of the 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.

6.5. CONTRACT LANGUAGE

6.5.1 All Contracts shall include the following:

1. The contractor shall perform the contract in accordance with the representations made in Attachment D-1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the bid or proposal.

2. 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.
3. 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.
4. The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
5. 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.
6. 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.
7. 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.
8. 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, conduct from time to time.
9. 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 provided to the MBE Liaison and/or appropriate representative on request.
10. 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.
11. 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.

12. 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 D-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 D-1A – MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's effort to substitute another certified MBE subcontractor to perform the work. Desired changes may occur only upon written approval by the LEA.
13. 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 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.
14. 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.
15. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment, IAC/PSCP Form 306.4, specifically page 3, Minority Business Enterprise Participation, with each requisition for payment. This submittal should accurately reflect the payments to be made that month to the MBEs, and the cumulative total for the period specified. All MBE firms that are identified on Attachment B should be included on page 3 of all requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
16. 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 variances 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.

17. 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.

6.6. PROJECTS UTILIZING A CONSTRUCTION MANAGER DELIVERY METHOD

- 6.6.1 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.
- 6.6.2. 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:
 1. 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.
 2. 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.
 3. 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 - MBE Goal Setting Procedures should be consulted and followed for these types of projects.
 4. 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.
 5. 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.

6. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of Attachments D-1A as described in Section 6. This includes the documentation for a request for a waiver, if applicable and appropriate.

6.7. PROJECTS UTILIZING AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) OR JOB ORDER CONTRACTING (JOC) METHOD OF DELIVERY

- 6.7.1. 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 for the entire contract, and the availability of MBEs.
- 6.7.2. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment D-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.
- 6.7.3. 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. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment D-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.
- 6.7.4. 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.
- 6.7.5. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment, IAC/PSCP FORM 306.4, specifically page 3, 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. All MBE firms that are identified on Attachment D-1A – MBE Participation Schedule should be included on page 3 of all requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

- 6.7.6. 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 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.

6.8 PROJECTS UTILIZING THE DESIGN/BUILD DELIVERY METHOD

- 6.8.1. 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.
- 6.8.2. The bidders or offerors should be required to submit Attachment D-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.
- 6.8.3. 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 D-1A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
- 6.8.4. 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 in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
- 6.8.5. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
- 6.8.6. Approximately thirty (30) days prior to the anticipated CD submission to the State, the team should complete and submit a revised Attachment D-1A – MBE Participation Schedule to the LEA for their review and approval.
- 6.8.7. If the team had indicated on the Attachment D-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.

- 6.8.8. If the team had indicated on the Attachment D-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 D-1A- MBE Participation Schedule, Attachment D-2- Outreach Efforts Compliance Statement, Attachment D-1B- Minority Subcontractors Unavailability Certificate, and MBE Waiver Documentation should be requested by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
- 6.8.9. 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 D-1A.
- 6.8.10. If a request for a waiver is made and approved, MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and GOSBA.
- 6.8.11. 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 the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
- 6.8.12. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

SECTION 7 – RECORDS AND REPORTS

- 7.1 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:
 - 1. The contractor report submitted at the completion of the project.
 - 2. The identity of the minority contractors employed on the project.
 - 3. The type of work performed.
 - 4. The actual dollar value of the work, services, supplies, or equipment
 - 5. The MBE percentage of the total contract
- 7.2. 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.
- 7.3. The LEA shall submit 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 as part of the regular monthly request for payment for the project.

- 7.4. The LEA shall submit the Close-Out Cost Summary, IAC/PSCP Form 306.6, 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.
- 7.5. All final MBE payments should be verified by the LEA MBE Liaison before submission to the PSCP.
- 7.6. Each quarter, and at the end of each fiscal year, 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.
- 7.7. 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 the MBE prime and MBE subcontractors. The LEA shall maintain such records as 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.

SECTION 8 – MONITORING

- 8.1. 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.
- 8.2. 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.
- 8.3. PSCP Fiscal Services will:
 1. Compile data on projects completed during the fiscal year.
 2. Confirm that all MBE subcontractors listed in Attachment D-1A have received payment.
 3. Maintain such records as necessary to confirm compliance with its Minority Business Enterprise procedures and activities.
- 8.4. The MBE Liaison and/or the PSCP will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
- 8.5. The MBE Liaison will maintain appropriate records and shall assist the PSCP in on-site or post-audit reviews upon request.
- 8.6. 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 and/or forms filed by the LEA as referenced above.

SECTION 9 – MINORITY BUSINESS ENTERPRISE LIAISON

- 9.1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
- 9.2. 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.
- 9.3. The Superintendent will immediately notify the PSCP if there is a change in the MBE Liaison for the school system.

Appendix 4A - Instructions for Attachment D-1A

4.1. MBE Goals and Subgoals Established

An overall Minority Business Enterprise (MBE) subcontractor participation goal as identified in the solicitation has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.

Notwithstanding any subgoals established for this procurement, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Bidder/Offeror acknowledges the overall MBE participation goal and subgoals and commits to achieving the overall goal and subgoals by utilizing certified MBEs, or requests a full or partial waiver of the overall goal and/or subgoals.

If a bidder or offeror fails to complete accurately or submit the MBE utilization affidavit or MBE participation schedule, an agency's procurement officer, after consultation with the agency's minority business liaison, shall notify the bidder or offeror of the deficiency and require the bidder or offeror to submit an amended MBE utilization affidavit, MBE participation schedule, or both within three business days.

If, within three business days, the bidder or offeror fails to submit the amended form or forms correcting the deficiency identified, the procurement officer may determine, in the case of a bid, that the bid is not responsive or, in the case of a proposal, that the proposal is not reasonably susceptible of being selected for award.

A Bidder or Offeror must accurately complete and submit a separate Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule for which it is submitting a bid or proposal.

A Bidder or Offeror that does not commit to meeting the entire MBE participation goal outlined in the solicitation must select and request a waiver with its bid or proposal submission (see Attachment D for waiver forms).

Appendix 4A - Instructions for Attachment D-1A

4.2. Instructions for Completing Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule

1. Introduction to Instructions for Completing Attachment D-1A

These instructions relate to how to complete the Minority Business Enterprise (“MBE”) Utilization and Fair Solicitation Affidavit and the MBE Participation Schedule. These instructions include definitions and other information that will assist with completing the Form. The parts correspond to the Attachment D-1A MBE Utilization and Fair Solicitation Affidavit (Part 1), the MBE Participation Schedule (Part 2), and the Prime Contractor Signature Page (Part 3).

Definitions and Additional Information

- MBE Certification
- MBE Goals and Subgoals
- Category of Work, Materials & Supplies
- MBE Prime Self-Performance

Part 1 - MBE Utilization and Fair Solicitation Affidavit

Part 2 - MBE Participation Schedule

Part 2, Section A - for Self-Performing MBE Prime Contractors

Part 2, Section B - for MBE Subcontractors and Third-Tier Subcontractors

Part 3 - Prime Contractor Signature Page

Appendix 4A - Instructions for Attachment D-1A

Definitions and Additional Information

MBE Certification.

MBE Definition. MBE means a minority business enterprise that is certified by the State, through the Office of Minority Business Enterprise (OMBE) within the Department of Social and Economic Mobility (DoSEM). Only MBEs certified by the State 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 an MBE prime, must be 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.

MBE Directory. Please refer to the State MBE 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). OMBE provides a current directory of certified MBEs, which is accessible online at <https://marylandmdbe.mdbecert.com/>.

Joint Ventures. 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.

NAICS Codes. 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 MBE 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 MBE Directory.

Prime Contractor. Prime Contractor means a person or firm that has a State procurement contract with a Unit.

Second-Tier Subcontractor. Second-Tier Subcontractor means a subcontractor who participates with the Prime Contractor to perform a portion of the original contract work.

Third-Tier Subcontractor. Third-Tier Subcontractor means a subcontractor who performs a portion of the work awarded to a Second-Tier Subcontractor.

Appendix 4A - Instructions for Attachment D-1A

MBE Goals and subgoals.

Commercially Useful Functions. The work performed by a certified MBE firm, including an MBE Prime Contractor, 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.

New Provision: Dually Certified Firm. An MBE who is dually certified in more than one subgroup may be counted toward goal fulfillment of both subgroups on the same contract.

***Example:** A woman-owned Hispanic American (dually certified) firm may be used to fulfill the Women AND Hispanic American subgoal on the same contract.*

Rounding Percentages. When calculating overall percentage goals and subgoals (Part 1), or percentage goals and subgoals associated with individual Prime Contractors or Subcontractors (Part 2), percentages should never include more than two decimal points.

The form will automatically round goal and subgoal percentages for individual Prime Contractors or Subcontractors (Part 2), it will round according to the "rule of 5"--if the third decimal point is 5 or greater, you round up, if the third decimal point is 4 or lower, you round down. When the individual Prime Contractor or Subcontractor MBE Goals and subgoals in Part 2 are added together to determine the overall MBE Goals and subgoals in Part 1, rounding is not needed.

Appendix 4A - Instructions for Attachment D-1A

Category of Work, Materials & Supplies.

The type of work provided by a certified MBE determines the percentage of that work that can count towards MBE goals and subgoals. A MBE certified firm can be a supplier, wholesaler, and/or regular dealer (and count 60% of that work towards MBE goals); a manufacturer (and count 100% of that work towards MBE goals); a vendor to furnish and install and/or provide other services (and count 100% of that work towards MBE goals); or a broker (and count reasonable fees and commission towards MBE goals).

Supplier, Wholesaler, and/or Regular Dealer (generally identified as a wholesaler or supplier in the MBE 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% x 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.

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

Appendix 4A - Instructions for Attachment D-1A

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.

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.

MBE Prime NAICS Certification. 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 certifying category under which the MBE prime is self-performing and include information regarding the work it will self-perform. NAICS codes that MBEs are certified for can be found in the MBE Directory.

Reporting MBE Subcontractors. For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify in Part 2B of the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

MBE Prime Work Not Counting Towards MBE Goals. 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.

Distinct MBE Goals and Subgoals. 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 the 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

Appendix 4A - Instructions for Attachment D-1A

subgoal or the balance of the overall goal.

Instances When MBE Prime Contractor Self-performance May Be Limited. In certain instances, if the percentages allocated to MBE participation subgoals for a contract add up to more than 50% of the overall goal, the portion of self-performed work that the MBE Prime Contractor may count toward the overall goal may be limited to less than 50%. The MBE Prime must first meet all subgoals they will not self-perform by using other certified MBE subcontractors. Only after addressing all the subgoals can the MBE prime count its own self-performed work toward the remaining portion of the overall goal, and the amount may be capped at less than 50%. Please refer to the Office of Small Minority & Women Business Affairs' website for tools, resources and sample forms: <https://gomdsmallbiz.maryland.gov/Pages/Business-Resources>.

Appendix 4A - Instructions for Attachment D-1A

Part 1 - MBE Utilization and Fair Solicitation Affidavit

Introduction. Part 1 of this Form is the MBE Utilization and Fair Solicitation Affidavit, which is where the Contractor should show the total MBE Goal and the total subgoals associated with their bid or proposal—a summation of any individual MBE Goals and subgoals identified in Part 2 of the Form.

Screenshot from the Form

Solicitation Number:

Solicitation MBE Goal:

Solicitation Subgoals (If subgoals do not apply, please input 'NA' for each field):

% African American-Owned MBE Firms	% Hispanic American-Owned MBE Firms
% Asian American-Owned MBE Firms	% Women-Owned MBE Firms

Solicitation Number. Enter the Solicitation Number that is located on the first page of the solicitation. Specific terminology may vary from “Solicitation Number,” for example, it may be called the “RFP Number” or the “IFB Number”.

MBE Goal and Subgoals.

Enter the MBE Goal and subgoals the Contractor is committing to achieve during the contract.

To determine the percentage to enter for the MBE Goal and any subgoals, add the percentages for the MBE Goal entered in Part 2 of the Form and enter the total percentages in the MBE Goal, and add the percentages for each of the subgoals entered in Part 2 of the Form and enter the total of subgoals for each of the subgoals. Subgoal categories include African American-Owned MBE Firms, Asian American-Owned MBE Firms, Hispanic American-Owned MBE Firms, Women-Owned MBE Firms, and Other MBE Classifications.

A full or partial waiver request must be submitted for review if the MBE Goal or subgoals specified will not be met (see Attachment D for waiver forms).

MBE Goal: Enter the percentage of MBE participation from the solicitation or if you are committing to a percentage that exceeds the solicitation MBE goal, enter the percentage that you are committing to achieve during the contract. If the Contractor is not committing to achieving a MBE Goal or any Subgoal, enter “0” next to the relevant field.

Appendix 4A - Instructions for Attachment D-1A

Subgoals: If applicable, enter the percentage of MBE Subgoal participation from the solicitation, or if you are committing to a percentage that exceeds the solicitation MBE Subgoal, enter the percentage that you are committing to achieve during the contract. If the Contractor is not committing to achieving any of the subgoals, enter "0" next to that category.

Screenshot from the Form

IN CONNECTION WITH THE BID/PROPOSAL SUBMITTED IN RESPONSE TO THE SOLICITATION INDICATED ABOVE, I AFFIRM THE FOLLOWING :



I acknowledge and intend to **MEET IN FULL OR EXCEED both the overall certified Minority Business Enterprise (MBE) participation goal and all applicable subgoals**. Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by selecting and agreeing to meet the stated goal and all applicable subgoals (if any), I must complete the MBE Participation Schedule (Part 2) and the Signature Page (Part 3) 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. [Access Waiver Guidance here.](#)

I acknowledge that by requesting a *partial* waiver of the stated goal and/or one or more of the stated subgoals (if any), I must complete the MBE Participation Schedule (Part 2) and the Signature Page (Part 3) for the portion of the goal and/or subgoal for which I am not seeking a waiver in order to be considered for award. Similarly, I acknowledge that by requesting a *full* waiver of the stated goal and the stated subgoals (if any), I must complete the Signature Page (Part 3) to be considered for award.

Acknowledge to meet or exceed goals or request a full or partial waiver. Either check the box that you are committing to meet in full or exceed the overall certified MBE Goal and any applicable subgoals, or check the box that are unable to meet those goals in full and are requesting a full or partial waiver.

Appendix 4A - Instructions for Attachment D-1A

Part 2 - MBE Participation Schedule

Screenshot from Form

Prime Contractor	
Project/Solicitation Number	
Project Description	

The following identifying information should match what is included with the bid or proposal, as well as, the information in the MBE Directory.

Prime Contractor. Enter the name of the prime contractor, as displayed next to “Business Name” in the MBE Directory.

Solicitation Number. Enter the solicitation number, which should match the solicitation number entered in Part 1.

Project Description. Enter a brief description of the work intending to be performed under the overall contract.

Part 2 - Section A: MBE Participation Schedule for MBE Primes ONLY (including MBE Primes in a Joint Venture)

Complete Part 2, Section A when the Prime Contractor is a certified MBE firm at the time of submitting a bid or proposal, and is counting a portion of its own work towards MBE Goals and subgoals. A self-performing certified MBE Prime may only count its own work up to 50% of the total MBE Goal; the other 50% must be performed by MBE subcontractors.

MBE Prime Name:

MBE Certification Number:

NAICS:

MBE Prime Classification:

If the MBE Prime is counting its self-promoting work towards any subgoal, select the appropriate classification for the subgoal:

- ☒ African American
- ☐ Hispanic American
- ☐ Asian American
- ☐ Native American
- ☐ Women-Owned
- ☐ Other MBE Classification

Brief description of the work to be performed by MBE Prime Contractor:

MBE Prime Name. Enter the name of the Prime Contractor as used throughout the bid or proposal and as displayed next to “Business Name” in MBE Directory.

MBE Certification Number. Enter the Prime Contractor’s MBE Certification Number as displayed next to “Certification Number” in the MBE Directory.

NAICS. Enter the appropriate NAICS code for the type of work the Prime Contractor commits to perform and count towards any MBE Goals and/or subgoals. The Prime

Appendix 4A - Instructions for Attachment D-1A

Contractor must be certified to perform work under this NAICS code as displayed in the “Commodity Codes” section of MBE Directory in order to be counted toward the MBE Goals or subgoals.

MBE Prime Classification. If the MBE Prime is counting its self-performing work towards any subgoal, select the appropriate classification for the subgoal. Work performed by the MBE Prime can only count towards **one** subgoal. The Prime Contractor must be certified as an MBE for this subgoal as displayed next to “Minority Status” in the “Additional Information” section of the MBE Directory.

Brief Description of MBE Prime Contractor Work. Enter a brief description of the work to be performed by the MBE Prime Contractor that will count towards MBE Goals and subgoals under the Contract.

Percentage of Total Contract Value to Be Performed by MBE Prime (auto-calculation):

Overall Participation Goal 0.00 %
× _____ % (50% max) = 0.00

Percentage of Total Contract Value to Be Performed by MBE Prime. In A1, enter the overall MBE Goal that is being committed to in this bid or proposal, which should match the Solicitation MBE Goal entered in Part 1. The Form will automatically calculate a value that is 50% of that overall goal—the maximum amount of work the MBE Prime can perform contributing to the overall MBE goal.

Category of Work and Calculations. Select the type of work the MBE Prime will perform that counts towards the Contract’s MBE Goal and subgoals. Only one category can be selected. Enter the percentage of work to be performed under the Contract for that category, and determine the total percentage of work that will be counted towards the MBE Goal and subgoals.

When performing these calculations, percentages should never include more than three decimal points. If you need to round MBE Goal and MBE Subgoal percentages in Part 2, you should round according to the “rule of 5”—if the fourth decimal point is 5 or greater, you round up, if the fourth decimal point is 4 or lower, you round down.

Category of Work and Calculations:

Select one category that applies to the type of work your firm is self-performing to calculate the amount being counted towards achieving the MBE Participation Goal(s):

☒ **Supplier, Wholesaler, and/or Regular Dealer** (count 60%)
Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1.
[\[Details\]](#)

Total Percentage as Supplier: 0.00 % x 60% = 0.00 %

☐ **Manufacturer** (count 100%)
Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1.
[\[Details\]](#)

Total Percentage as Manufacturer: _____ %

☐ **Furnish & Install and/or Other Services** (count 100%)
Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1.
[\[Details\]](#)

Total Percentage as Furnish & Install/Other Services: _____ %

☐ **Broker** (count reasonable fees / commission only)
Enter the percentage amount for work in which the MBE Prime is being utilized in this category. [\[Details\]](#)

Total Percentage as a Broker: _____ %

Appendix 4A - Instructions for Attachment D-1A

Part 2 - Section B: For all Contractors (For ALL MBE Subcontractors and Third-Tier Contractors) - Determining MBE Percentage Goals and Subgoals

A separate Part 2, Section B should be completed for each MBE certified firm that the Prime Contractor is committing to use to count towards the overall MBE Goal and subgoals. Part 2, Section B does not need to be completed for the Prime Contractor.

The following identifying information should match what is included with the bid or proposal, as well as the information in the MBE Directory.

MBE Firm Name. Enter the name of the MBE Subcontractor as displayed next to “Business Name” in the MBE Directory.

MBE Certification Number. Enter the MBE Subcontractor’s MBE Certification Number as displayed next to “Certification Number” in the MBE Directory of Certified Firms.

NAICS. Enter the appropriate NAICS code for the type of work the MBE Subcontractor commits to perform and count towards any MBE Goals and/or subgoals. The MBE Subcontractor must be certified to perform work under this NAICS code as displayed in the “Commodity

Codes” section of the MBE Directory in order to be counted toward the MBE Goals or subgoals.

MBE Firm Name:	
MBE Certification Number:	
NAICS:	
MBE Firm Email Address:	
MBE Classification (Select All That Apply):	
☐	African American-Owned
☐	Hispanic American-Owned
☐	Asian American-Owned
☐	Native American-Owned
☐	Women-Owned
☐	Other MBE Classification
Brief description of the work to be performed by MBE Firm:	

MBE Classification. Select all MBE designations that apply to the MBE subcontractors certification status. If the MBE Subcontractor’s work is being counted towards any subgoal, select the appropriate subgoal. The MBE Subcontractor must be certified as an MBE for this subgoal as displayed next to “Minority Status” in the “Additional Information” section of the MBE Directory.

Brief Description of MBE Firm Work. Enter a brief description of the work to be performed by the MBE Subcontractor that will count towards MBE Goals and subgoals under the Contract.

Appendix 4A - Instructions for Attachment D-1A

Indicate Subcontractor Type:

- ☐ This MBE firm is a subcontractor
- ☐ This MBE firm is a third-tier contractor
Third-tier subcontracting requires either preapproval as specified in the solicitation or separate written approval in accordance with policy. [\[Details\]](#)
- This third-tier contractor will be working with this subcontractor:

Subcontractor Type. Select whether this firm is a Subcontractor or a Third-Tier Contractor. A Third-Tier Contractor is a subcontractor of another subcontractor that will perform work on the Contract counting towards MBE Goals.

Percentage of Total Contract Value to be Performed by MBE Firm. Enter the percent of the total contract value that will be performed by the MBE Subcontractor and counted towards the Contract's MBE Goal and subgoals.

Percentage of Total Contract Value to Be Performed by MBE Firm:

Participation Goal for MBE Firm: %

Category of Work and Calculations. Select the type of work the MBE Subcontractor will perform that counts towards the Contract's MBE Goal and Subgoals. Only one category can be selected. Enter the percentage of work to be performed by the MBE Subcontractor under the Contract for that category, and determine the total percentage of work that will be counted towards the MBE Goal and subgoals.

When performing these calculations, percentages should never include more than three decimal points. If you need to round MBE Goal and MBE Subgoal percentages in Part 2, you should round according to the "rule of 5"--if the fourth decimal point is 5 or greater, you round up, if the fourth decimal point is 4 or lower, you round down. See Definitions and Additional Information for additional guidance starting on page 3.

Category of Work and Calculations:

Select one category that applies to the type of work this subcontractor is performing to calculate the amount being counted towards achieving the MBE Participation Goal(s):

- ☐ **Supplier, Wholesaler, and/or Regular Dealer** (count 60%)
Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [\[Details\]](#)
Total Percentage as Supplier: 0.00 % x 60% = 0.00 %
- ☐ **Manufacturer** (count 100%)
Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [\[Details\]](#)
Total Percentage as Manufacturer: %
- ☐ **Furnish & Install and/or Other Services** (count 100%)
Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [\[Details\]](#)
Total Percentage as Furnish & Install/Other Services: %
- ☒ **Broker** (count reasonable fees / commission only)
Enter the percentage amount for work in which the subcontractor is being utilized in this category. [\[Details\]](#)
Total Percentage as a Broker: %

Appendix 4A - Instructions for Attachment D-1A

Prime Contractor's Attestation to Subcontractor Engagement:

☐ As Prime Contractor, I acknowledge and attest to having engaged with the listed MBE and intend to continue engagement if this solicitation results in the award of a contract. As Prime Contractor, I agree to State check-ins to verify subcontractor engagement.

Prime Contractor Attestation to Subcontractor Engagement.

Fill the circle to acknowledge and attest.

Part 3 - Signature Page

When the Contractor has completed Part 1, Part 2 Section A, and Part 2 Section B to the extent required by their bid or proposal, complete Part 3—the signature page—to complete the Form.

Please be sure to confirm that the directions for rounding percentages were followed correctly and that any MBE Goals and subgoals listed in Part 2 add up to the overall MBE Goals and subgoals listed in Part 1.

Attachment D-1A
Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit &
MBE Participation Schedule

If a bidder or offeror fails to complete accurately or submit the MBE utilization affidavit or MBE participation schedule, an agency's procurement officer, after consultation with the agency's minority business liaison, shall notify the bidder or offeror of the deficiency and require the bidder or offeror to submit an amended MBE utilization affidavit, MBE participation schedule, or both within three business days.

If, within three business days, the bidder or offeror fails to submit the amended form or forms correcting the deficiency identified, the procurement officer may determine, in the case of a bid, that the bid is not responsive or, in the case of a proposal, that the proposal is not reasonably susceptible of being selected for award.

For detailed instructions on completing this Affidavit, please refer to [Appendix 4A](#) of the solicitation.

Part 1 – MBE Utilization and Fair Solicitation Affidavit

Solicitation Number:

Solicitation MBE Goal:

Solicitation Subgoals (If subgoals do not apply, please input 'NA' for each field):

_____ % African American-Owned MBE Firms

_____ % Hispanic American-Owned MBE Firms

_____ % Asian American-Owned MBE Firms

_____ % Women-Owned MBE Firms

IN CONNECTION WITH THE BID/PROPOSAL SUBMITTED IN RESPONSE TO THE SOLICITATION INDICATED ABOVE, I AFFIRM THE FOLLOWING MBE PARTICIPATION:

☐

I acknowledge and intend to **MEET IN FULL OR EXCEED both the overall certified Minority Business Enterprise (MBE) participation goal and all applicable subgoals**. Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by selecting and agreeing to meet the stated goal and all applicable subgoals (if any), I must complete the MBE Participation Schedule (Part 2) and the Signature Page (Part 3) 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. [Access Waiver Guidance here](#).

I acknowledge that by requesting a *partial* waiver of the stated goal and/or one or more of the stated subgoals (if any), I must complete the MBE Participation Schedule (Part 2) and the Signature Page (Part 3) for the portion of the goal and/or subgoal for which I am not seeking a waiver in order to be considered for award. Similarly, I acknowledge that by requesting a *full* waiver of the stated goal and the stated subgoals (if any), I must complete the Signature Page (Part 3) to be considered for award.

Attachment D-1A.
Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit &
MBE Participation Schedule

Part 2 – MBE Participation Schedule

For detailed instructions on completing this participation schedule, please refer to [Appendix 4A](#) of the solicitation.

Note: MBE Prime Contractors, who are self performing, must complete both Section A and Section B.

Prime Contractor	
Project/Solicitation Number	
Project Description	

SECTION A: For MBE Primes ONLY (including MBE Primes in a Joint Venture)

MBE Prime Name: _____

MBE Certification Number: _____

NAICS: _____

MBE Prime Classification:

If the MBE Prime is counting its self-performed work towards any subgoal, select the appropriate classification for the subgoal:

- ☐ African American
- ☐ Hispanic American
- ☐ Asian American
- ☐ Native American
- ☐ Women-Owned
- ☐ Other MBE Classification

Brief description of the work to be performed by MBE Prime Contractor:

Section A1 (MBE Prime Self-Performance):

The percentage of total contract value to be performed with your own forces and counted towards the overall MBE goal cannot exceed 50% of the overall goal. For example, if an overall goal is set at 20%, an MBE Prime may perform a maximum of 10% of the overall goal (50% of the established 20% goal). [Details.](#)

Percentage of Total Contract Value to Be Performed by MBE Prime (auto-calculation):

Overall Participation Goal _____%

✕ _____% (50% max) = _____

Category of Work and Calculations:

Select one category that applies to the type of work your firm is self-performing to calculate the amount being counted towards achieving the MBE Participation Goal(s):

- ☐ **Supplier, Wholesaler, and/or Regular Dealer** (count 60%)
 Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1. [Details](#)

Total Percentage as Supplier: _____% ✕ 60% = _____%

- ☐ **Manufacturer** (count 100%)
 Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1. [Details](#)

Total Percentage as Manufacturer: _____%

- ☐ **Furnish & Install and/or Other Services** (count 100%)
 Enter the percentage amount for work in which the MBE Prime is being utilized in this category. The percentage entered should match that of the 50% maximum overall participation goal computed in Section A1. [Details](#)

Total Percentage as Furnish & Install/Other Services: _____%

- ☐ **Broker** (count reasonable fees / commission only)
 Enter the percentage amount for work in which the MBE Prime is being utilized in this category. [Details](#)

Total Percentage as a Broker: _____%

Attachment D-1A.
Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit &
MBE Participation Schedule

SECTION B: For ALL MBE Subcontractors and Third-Tier Contractors

MBE Firm Name: _____ MBE Certification Number: _____ NAICS: _____ MBE Firm Email Address: _____ MBE Classification(Select All That Apply): ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Native American-Owned ☐ Women-Owned ☐ Other MBE Classification Brief description of the work to be performed by MBE Firm: Indicate Subcontractor Type: ☐ This MBE firm is a subcontractor ☐ This MBE firm is a third-tier contractor Third-tier subcontracting requires either preapproval as specified in the solicitation or separate written approval in accordance with policy. [Details] This third-tier contractor will be working with this subcontractor:	Percentage of Total Contract Value to Be Performed by MBE Firm: Participation Goal for MBE Firm: _____% Category of Work and Calculations: Select one category that applies to the type of work this subcontractor is performing to calculate the amount being counted towards achieving the MBE Participation Goal(s): ☒ Supplier, Wholesaler, and/or Regular Dealer (count 60%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Supplier: _____% × 60% = _____% ☐ Manufacturer (count 100%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Manufacturer: _____% ☐ Furnish & Install and/or Other Services (count 100%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Furnish & Install/Other Services: _____% ☐ Broker (count reasonable fees / commission only) Enter the percentage amount for work in which the subcontractor is being utilized in this category. [Details] Total Percentage as a Broker: _____% Prime Contractor's Attestation to Subcontractor Engagement: ☒ As Prime Contractor, I acknowledge and attest to having engaged with the listed MBE and intend to continue engagement if this solicitation results in the award of a contract. As Prime Contractor, I agree to State check-ins to verify subcontractor engagement.
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For instructions and applicable worksheets to assist in completing any part of this D-1A form, including worksheets and/or tutorials to calculate percentages for MBEs being utilized in certain job categories (i.e. 60% Rule), please refer to [Appendix 4A](#) of the solicitation.

Attachment D-1A.
Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit &
MBE Participation Schedule

SECTION B: For ALL MBE Subcontractors and Third-Tier Contractors

MBE Firm Name: _____ MBE Certification Number: _____ NAICS: _____ MBE Firm Email Address: _____ MBE Classification(Select All That Apply): ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Native American-Owned ☐ Women-Owned ☐ Other MBE Classification Brief description of the work to be performed by MBE Firm: _____ Indicate Subcontractor Type: ☐ This MBE firm is a subcontractor ☐ This MBE firm is a third-tier contractor Third-tier subcontracting requires either preapproval as specified in the solicitation or separate written approval in accordance with policy. [Details] This third-tier contractor will be working with this subcontractor: _____	Percentage of Total Contract Value to Be Performed by MBE Firm: Participation Goal for MBE Firm: _____% Category of Work and Calculations: Select one category that applies to the type of work this subcontractor is performing to calculate the amount being counted towards achieving the MBE Participation Goal(s): ☒ Supplier, Wholesaler, and/or Regular Dealer (count 60%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Supplier: _____% $\times$ 60% = _____% ☐ Manufacturer (count 100%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Manufacturer: _____% ☐ Furnish & Install and/or Other Services (count 100%) Enter the percentage amount for work in which the subcontractor is being utilized in this category. The percentage entered should match that of the participation goal entered for this MBE Firm above. [Details] Total Percentage as Furnish & Install/Other Services: _____% ☐ Broker (count reasonable fees / commission only) Enter the percentage amount for work in which the subcontractor is being utilized in this category. [Details] Total Percentage as a Broker: _____% Prime Contractor's Attestation to Subcontractor Engagement: ☒ As Prime Contractor, I acknowledge and attest to having engaged with the listed MBE and intend to continue engagement if this solicitation results in the award of a contract. As Prime Contractor, I agree to State check-ins to verify subcontractor engagement.
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To list additional MBE firms as part of Section B within Part 2 – MBE Participation Schedule, please add continuation sheets of this page (Page 2, Section B) to this section as needed and select the box below. Additional pages of this section are available for download [here](#). Submit each additional page as a separate attachment. Do not combine pages into a single file.

☐ **Select this box if you are adding continuation sheets to list additional MBE firms.**

For instructions and applicable worksheets to assist in completing any part of this D-1A form, including worksheets and/or tutorials to calculate percentages for MBEs being utilized in certain job categories (i.e. 60% Rule), please refer to [Appendix 4A](#) of the solicitation.

Part 3 – Signature Page

To Complete the Affidavit and Participation Schedule Committing to MBE(s) or Requesting a Waiver, the Bidder/Offeror Must Sign Below:

I solemnly affirm under the penalties of perjury that:

- i. I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Participation Schedule;**
- ii. All MBE certified firms listed have consented to be included in this bid or proposal;**
- iii. The information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Participation Schedule is true to the best of my knowledge, information, and belief; and**
- iv. I acknowledge and commit to meeting the MBE participation goal as indicated on this completed participation schedule and stated below.**

Total MBE Commitment %

Bidder/Offeror Name (Print or Type)

Signature of Authorized Representative

Address

Printed Name and Title

City, State, and ZIP Code

Date

SUBMIT THIS ENTIRE COMPLETED FORM WITH YOUR BID/PROPOSAL

Attachment D. Minority Business Enterprise (MBE) Forms

Additional MBE Documentation

I understand 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 D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) Certified MBE Subcontractor/MBE Prime Project Participation Certification (Attachments D-3A and D-3B);
- (d) MBE Subcontractor agreement(s);
- (e) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain the Bidder/Offeror's 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

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect the Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder’s/Offeror’s good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the State of Maryland through the Maryland Department of Social and Economic Mobility’s (“DoSEM”) Office of Minority Business Enterprise under COMAR 21.11.03. Only certified MBE Firms can participate in the State’s MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder’s/Offeror’s Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Procurements will include a list of subcontracting opportunities identified during the goal setting process as possible work for performance by MBE Firms. The Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms the Bidder/Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

- (a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or
- (b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow-up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

- (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
- (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE Firms that the Bidder/Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Bidder/Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. The Bidder/Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

- (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Bidder/Offeror seeking a waiver of the MBE Goal(s), or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C-Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE Firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.
2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

1. It is hereby certified that the firm of _____
(Name of MBE Firm)

located at _____
(Address)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

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

Signature of MBE Representative:
Title:
Date:
DoSEM Certification #:
Phone #:

3. To be completed by the Prime Contractor if Section 2 of this form is not completed by the MBE Firm.

To the best of my knowledge and belief, said certified MBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a Proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor:

Title:

Date:

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ____ OF ____

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<i>Bidder/Offeror Company Name, Address, Phone</i>		Solicitation #:

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting this waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation to Support the Waiver Request forms are true to the best of my knowledge, information, and belief.

Company Name:
Signature of Authorized Representative:
Printed Name:
Title:
Company Address:
Date:

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST PART 1 –
IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE _____ OF _____

Prime Contractor:	Project Description:	PROJECT/CONTRACT
<i>Bidder/Offeror Company Name, Address, Phone</i>		Solicitation #:

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why not.
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE _____ OF _____

Prime Contractor:	Project Description:	Project/Contract:
<i>Bidder/Offeror Company Name, Address, Phone</i>		Solicitation #:

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a MBE Subcontractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the MBE Subcontractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification: (Check only if requesting waiver of MBE subgoal.) ☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American ☐ Women ☐ Disabled / Disadvantaged		Date: ☐ Mail ☐ Facsimile ☐ E-mail	Date: ☐ Phone ☐ Mail ☐ Facsimile ☐ E-mail	Time of Call: Spoke with: ☐ Left Message	☐ Yes ☐ No	☐ Yes ☐ No	☐ Used Other MBE ☐ Used Non-MBE ☐ Self-performing
Firm Name: MBE Classification: (Check only if requesting waiver of MBE subgoal.) ☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American ☐ Women ☐ Disabled / Disadvantaged		Date: ☐ Mail ☐ Facsimile ☐ E-mail	Date: ☐ Phone ☐ Mail ☐ Facsimile ☐ E-mail	Time of Call: Spoke with: ☐ Left Message	☐ Yes ☐ No	☐ Yes ☐ No	☐ Used Other MBE ☐ Used Non-MBE ☐ Self-performing

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE _____ OF _____

Prime Contractor:	Project Description:	Project/Contract #:
<i>Bidder/Offeror Company Name, Address, Phone</i>		Solicitation #:

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other
	☐ Self-performing ☐ Using Non-MBE	\$ _____	☐ MBE ☐ Non-MBE	\$ _____	☐ Price ☐ Capabilities ☐ Other

☐ Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Page 1 of 2

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE Firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited certified MBE Firms:

4. **Please Check One:**

_____ This project does not involve bonding requirements.

_____ Bidder/Offeror assisted certified MBE Firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

5. **Please Check One:**

_____ Bidder/Offeror did attend the pre-Proposal conference.

_____ Bidder/Offeror did not attend the pre-Proposal conference.

_____ No Pre-proposal meeting/conference was held.

PLEASE PRINT OR TYPE

Company Name:

Company Address:

Signature of Authorized Representative:

Printed Name of Authorized Representative:

Title:

Date:

D-3A
CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

PRIME CONTRACTOR: After completing SECTIONS A, B and E, provide this form to *each Second-tier subcontractor and the* certified MBE Firm listed on the MBE Participation Schedule (Attachment D-1A) allowing sufficient time for the MBE to respond within the required timeframe.

A Copy of the Subcontract Agreement with the MBE Firm must be provided to the Procurement Officer identified in Section E.

SECOND-TIER SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION D to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION E within 10 days after notice from the Prime Contractor of the State's intent to award the Contract. Provide a copy to the Prime Contractor.

If this form is not returned within the required time, the Procurement Officer may determine that the Prime Contractor is not responsible and therefore not eligible for contract award.

SECTION A (1-2)

(1) Provided that (Prime Contractor)_____ is awarded the State contract in conjunction with Solicitation Number _____, this Prime Contractor intends to enter into a subcontract with (Second-tier Subcontractor)_____.

(2) Provided that (Second-tier Subcontractor)_____ intends to enter into a subcontract with (Certified MBE Third-tier Subcontractor) _____ with MBE Certification Number _____, committing to participation of at least _____ % of the total amount paid to the Prime Contractor. The projected value for the products/services identified in the table below is \$ _____
(Note: Enter N/A in this field if no total contract value has been established for contracts such as "Not to Exceed" or "Indefinite Delivery/Quantity").

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

PAGE 2 – CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

The Prime Contractor, Subcontractor, and MBE Firm each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Prime Contractor, Subcontractor, and certified MBE each solemnly affirms under the penalties of perjury that: (1) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (2) it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified MBE in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
- (2) fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the MBE in the performance of the Contract; or
- (4) pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Signature of Authorized Representative
Printed Name:
Title:
Company Name:
Federal Identification Number:
Company Address:
Phone #:
Date:

SECTION C – Second-tier Subcontractor

Signature of Authorized Representative
Printed Name:
Title:
Printed Company Name:
Federal Identification Number:
Company Address:
Phone #:
Date:

SECTION D – Certified MBE Third-tier Subcontractor

Signature of Authorized Representative
Printed Name:
Title:
Company Name:
Federal Identification Number:
Company Address:
Phone:
Date:

PAGE 4 – CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

SECTION E - This section is to be completed by the Prime Contractor with procurement officers contact information.

<i>This completed form is due to the Procurement Officer on or before:</i>
Solicitation #:
Solicitation Title:
Procuring Agency:
Procurement Officer (PO):
PO Phone:
PO Email:
Procuring Agency Address:

D-3B
MBE PRIME CONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work this MBE Firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goal(s). This form must be submitted within 10 Business Days of notification of apparent award. If this form is not returned within the required time, the Procurement Officer may determine that the Prime Contractor is not responsible and therefore not eligible for contract award.

Provided that _____ (Prime Contractor) with

Certification Number _____ is awarded the State contract in conjunction with

Solicitation No. _____, such MBE Prime Contractor

intends to perform with its own forces at least _____%. The projected value for the products/services

identified in the table below is \$_____ (Note: Enter N/A in this field if no total contract value has

been established for contracts such as "Not to Exceed" or "Indefinite Delivery/Quantity").

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company Name:
Federal Identification Number:
Company Address:
Phone:
Printed Name:
Title:
Signature of Authorized Representative:
Date:

D-4A
MBE PARTICIPATION
Prime Contractor Paid/Unpaid Invoice Report

Page 1 of 2

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the invoices were submitted. Note: Please number reports in sequence.	Contract Amount:
	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:			Contact Person:		
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:			Contact Person:		
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

D-4A
MBE PARTICIPATION
Prime Contractor Paid/Unpaid Invoice Report

Page 2 of 2

- If more than one MBE subcontractor is used for this contract, use a separate **Attachment D-4A** form for each. Information regarding payments that the MBE Prime Contractor will use for purposes of meeting the MBE participation goal(s) must be reported separately in **Attachment D-4B**.
- Certified MBE subcontractors are required to submit to the procurement agency a report for each month during which the MBE performs work or receives payment under the contract. Monthly payment reporting requirements do not apply when the MBE subcontractor is not actively engaged in its designated phase of work, has completed its contractual work, or has no outstanding invoices to be paid.
- Return one copy (hard or electronic) of this form to the MBE Liaison for the procurement unit, identified on the [Office of Small, Minority & Women Business Affairs Website](#) (electronic copy with signature and date is preferred).

Contract Monitor Name:
Contracting Unit:
Contracting Unit Address:
Phone:
Signature of Prime Contractor:
Date:

D-4B
MBE PARTICIPATION
MBE Prime Contractor Report

MBE Prime Contractor:	Contract #:
Certification #:	Contracting Unit:
Report #:	Contract Amount:
Reporting Period (Month/Year):	Total Value of the Work to the Self-Performed for the purposes of meeting the MBE participation goal/subgoals:
MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence.	Project Begin Date:
	Project End Date:

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	E-mail:

Invoice #	Value of the Work	NAICS Code	Description of Specific Products and/or Services

Return one copy (hard or electronic) of this form to the MBE Liaison for the procurement unit, identified on the [Office of Small, Minority, & Women Business Affairs Website](#) (electronic copy with signature and date is preferred).

Contract Monitor Name:
Contracting Unit:
Contracting Unit Address:
Phone:
Signature of Prime Contractor:
Date:

D-5
MBE PARTICIPATION
MBE Subcontractor Paid/Unpaid Invoice Report

Page 1 of 2

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Report is due to the MBE Liaison by the 10th of the month following the month the invoices were submitted.	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:					
MBE Certification #:					
Contact Person:					
Address:					
City:			State:		ZIP:
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during the reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

D-5
MBE PARTICIPATION
MBE Subcontractor Paid/Unpaid Invoice Report

Page 2 of 2

- Certified MBE subcontractors are required to submit to the procurement agency a report for each month during which the MBE performs work or receives payment under the contract. Monthly payment reporting requirements do not apply when the MBE subcontractor is not actively engaged in its designated phase of work, has completed its contractual work, or has no outstanding invoices to be paid.
- Return one copy (hard or electronic) of this form to the MBE Liaison for the procurement unit, identified on the [Office of Small, Minority & Women Business Affairs Website](#) (electronic copy with signature and date is preferred).

Contract Monitor Name:
Contracting Unit:
Contracting Unit Address:
Phone:
Signature of Subcontractor:
Date:

MBE ATTACHMENT G
CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: _____

DATE: _____

FACILITY NAME: _____

PSC #: _____

SCOPE OF WORK: _____

REQ #: _____

Name of MBE Subcontractor	MDOT Certification # and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE Final Payment Received? Y/N	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL	\$	\$	\$		

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

MBE Classification:

African American-**AA**
 Native American-**N**
 Hispanic American/Woman-**HW**

Woman-**W**
 Asian American- **A**
 Native American/Woman-**NW**

Hispanic American-**H**
 African American/Woman-**AAW**
 Asian American/Woman-**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.

Prime Contractor Firm_____
Authorized Contractor Signature/Date_____
Prime Contractor Federal Tax ID#_____
Prime Contractor MBE Classification #
(if applicable)_____
Print Name of LEA MBE Liaison_____
LEA MBE Liaison Signature/Date

INSTRUCTIONS FOR COMPLETION OF IAC/PSCP FORM 306.4
THIS FORM IS TO BE COMPLETED BY THE 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 (ex. New Construction, Reno, Roof, HVAC, etc.)
4. **Date** - Date of Requisition for Payment
5. **PSC #** - Enter full PSC Number as assigned by PSCP.
6. **REQ #** - Enter the corresponding Requisition for Payment number.
7. **Name of MBE Subcontractor** - Enter full name of MBE subcontractor.
8. **MDOT Certification # and Classification** - Enter the 5-digit MDOT Certification Number and corresponding classification for each MBE Subcontractor; MDOT Classifications and the MDOT website are listed on the form for reference.
9. **Total MBE Contract Amount** - Enter original Total MBE Contract Amount as stated on MBE attachments B and D. This amount should NOT be altered to reflect any changes to the contract amount such as change orders, changes to scope of work, etc.
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 all prior requisitions.
12. **MBE Final Payment Received** - Enter Y if the MBE subcontractor has been paid in full; enter N 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 great 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. **Prime Contractor Firm** - Enter full name of Prime Contractor here.
15. **Authorized Contractor Signature/Date** - The authorized individual employed by the Prime Contractor who filled out this form should sign and date here.
16. **Prime Contractor Federal Tax ID #** - Enter the Federal Tax ID number of the Prime Contractor
17. **Prime Contractor MBE Classification #** - Enter the MDOT MBE Classification Number if the Prime Contractor is a MDOT Certified MBE company; if the Prime Contractor is NOT an MDOT Certified MBE company, leave blank.
18. **Print Name of LEA MBE Liaison**- leave blank, LEA to fill out when requisition is received for processing.
19. **LEA MBE Liaison Signature/Date** - leave blank, LEA to fill out when requisition is received for processing.

MBE ATTACHMENT H**CLOSE-OUT SUMMARY**

LEA: _____

DATE: _____

SCHOOL NAME: _____

PSC #: _____

	<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	

ATTACHMENT P. Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

Effective beginning for Fiscal Year (FY) 2023, the State of Maryland is required to collect the names and total payments of all subcontractors used during the life of the contract with no regard to socioeconomic program status or certifications. Provide a State of Maryland certification number for firms that do hold MBE, VSBE, and/or SBR certifications, regardless of whether they are fulfilling subcontracting program goals. It should be noted in the appropriate column if the firm is fulfilling a specific subcontracting goal.

Attachment P is required to be submitted with the bidder/offeror's bid/proposal whenever there is MBE and/or VSBE participation goal(s) included in the solicitation. Attachment P will be used during the life of the contract to track Subcontractors working for the Prime with a final report of all subcontractors and payments made to the subs regardless of their socioeconomic program.

INSTRUCTIONS ON HOW TO COMPLETE

1. There are two spreadsheets/tabs in Attachment P – “Anticipated Subcontractors” and “Actual Subcontractors”.
2. The first tab – “Anticipated Subcontractors” is to be completed and submitted with the bid/proposal.
3. The following information must be filled out at the top of the first spreadsheet prior to submitting the attachment with the bid/proposal:

- A. Bidder/Offeror Name: Bidder/Offeror's Company Name responding to the solicitation.
- B. Agency and Program Name: **State Agency/Program that published the solicitation named on the cover page.**
- C. Solicitation Name/Number: **Solicitation Name and Number found on the cover page of the solicitation.**
- D. Overall MBE % Goal for Contract: **The total MBE participation goal for the contract.**
- E. Overall VSBE % Goal for Contract: **The total VSBE participation goal for the contract.**
- F. Contract Duration: **Contract duration, if provided.**

- G. Bidder/Offeror Signature: **The Bidder/Offeror's representative with the power to sign a State of Maryland contract and affirm the statement below:**

“By my signature above, I attest and affirm that the list below contains all currently known anticipated subcontractors that will be used to fulfill the contract Requirements, and good faith efforts will be made to utilize the Maryland Certified Small Business(es) (CSBs) engaged in preparing the bid or proposal to acquire articles, equipment, supplies, services, or materials, or obtain the performance of work from in the same or greater scope, amount, and quality used in preparing and submitting this bid or proposal”

4. The following information must be filled out in the body of the first spreadsheet for all known subcontractors prior to submitting the attachment with the bid/proposal:

- A. Subcontractor Name: **The Subcontractor Company's Name that has an agreement with the prime to work on the Contract**

- B. MBE/VSBSE/CSB – State of Maryland Certification # or N/A: **If the Subcontractor is an MBE, VSBE, or CSB, list their Maryland certification number found on their eMMA profile or DoSEM MBE Directory. If the Subcontractor has no Maryland certifications, enter “NA”.**

- C. Brief Description of Work to be Performed: **For MBEs and VSBEs, ensure the work being identified is work they are certified to perform.**

- D. Individual MBE/VSBSE % Goal or NA: **If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this particular MBE or VSBE will fulfill of the overall goal. For example: The overall MBE Goal is 30% and you have two MBEs each doing half, the % would be listed as 15% for each. If the Subcontractor is not an MBE or VSBE, enter NA.**

NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms – Attachment D or VSBE Forms – Attachment E which are required to be submitted with the Bid/Proposal in order to be counted towards meeting the participation goal(s).

The State is aware that circumstances change during the course of a contract that requires substitutions among subcontractors. Thus, this second tab of the form is to capture all subcontractors actually utilized during the life of the contract. For example, if you modified the contract to add or change a MBE or VSBE from the original named MBE(s) or VSBE(s), or added any subcontractors, including MBE, VSBE, SBR certified firms that were not fulfilling a subcontracting goal.

5. The second tab - "Actual Subcontractors" is to be completed and submitted as required by the procurement officer and/or contract monitor/project manager during the contract performance period with the final completed list of all subcontractors and payments to be submitted as part of the contract closeout.
6. The following information must be filled out at the top of the second spreadsheet prior to submitting the attachment when requested at contract closeout:
 - A. Prime Contractor Name: Bidder/Officer awarded the contract that performed as the Prime Contractor.
 - B. Agency and Program Name: Copied from the first spreadsheet.
 - C. Contract Name/Number: Copied from the first spreadsheet.
 - D. Overall MBE % Goal for Contract: Copied from the first spreadsheet.
 - E. Overall VSBE % Goal for Contract: Copied from the first spreadsheet.
 - F. Contract Duration: The actual start and end dates of the project.
 - G. Total Amount Invoiced to/Paid by the State to the Prime Contractor: Total amount paid to the Prime Contractor by the State
 - H. Prime Contractor Signature: The Contractor's representative with the power to sign a State of Maryland contract and affirm the statement below:
"By my signature above, I affirm that the list below contains all subcontractors that were used to fulfill the contract requirements and the total amount paid to each subcontractor to close out the contract."
7. The following information must be filled out in the body of the second spreadsheet for all subcontractors that worked on the contract during the time period requested and at contract close out:
 - A. Subcontractor Name: The Subcontractor Company's Name that has an agreement with the Prime to work on the contract.
 - B. MBE/VSBSE/SBR - State of Maryland Certification # or NA: If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE Directory. If the Subcontractor has no Maryland certifications, enter "NA".
 - C. Brief Description of Work to be Performed: For MBEs and VSBSEs, ensure the work being identified is work they are certified to perform.
 - D. Individual MBE/VSBSE % Goal or NA: If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this particular MBE or VSBE will fulfill of the overall goal, for example the overall MBE goal is 30% and you have two MBEs each doing half, the percentage would be listed as 15% for each. If the Subcontractor is not a MBE or VSBE, enter "NA".
 - E. Total \$\$ Paid to Subcontractor: Total amount invoiced by the Subcontractor and paid by the Prime to the Subcontractor during the life of the contract with the State of Maryland.
8. These spreadsheets are not protected, so you may modify the forms to enter the information required and add rows as needed for additional subcontractors.

NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms - Attachment D or VSBE Forms - Attachment E submitted with the bid/proposal or by modification during the contract in order to be counted towards meeting the participation goal(s). The "Paid/Unpaid Invoice Reports" (Attachments D-4A or D-4B and D-5 for MBEs and E-4 and E-5 for VSBSEs) must be submitted monthly to the procurement officer and/or contract monitor/project manager/compliance monitor as required by the agency.

PRIME CONTRACTOR LIST OF SUBCONTRACTORS ANTICIPATED TO USE DURING CONTRACT

MBE and VSBE subcontractors are contractually obligated by the prime contractor from the bid/proposal submission and contract award.

Bidder/Offeror Name: _____

Agency and Program Name: _____

Solicitation Name/Number: _____

Overall MBE % Goal for Contract: _____

Overall VSBE % Goal for Contract: _____

Contract Duration: _____

Bidder/Offeror Signature: _____

By my signature above, I affirm that the list below contains all currently known anticipated subcontractors that will be used to fulfill the contract requirements.

Subcontractor Name	MBE/VSBE/SBR State of MD Cert. # or N/A	Brief Description of Work to be Performed	Individual MBE/VSBE % Goal or N/A

PRIME CONTRACTOR LIST OF ACTUAL SUBCONTRACTORS USED DURING CONTRACT

MBE and VSBE subcontractors are contractually obligated by the prime contractor from the bid/proposal submission and contract award.

Prime Contractor Name: _____

Agency and Program Name: _____

Contract Name/Number: _____

Overall MBE % Goal for Contract: _____

Overall VSBE % Goal for Contract: _____

Contract Term (Start/End Dates): _____

**Total Amount Invoiced to/Paid
By the State to Prime Contractor:** _____

Bidder/Offeror Signature: _____

By my signature above, I affirm that the list below contains all subcontractors that were used to fulfill the contract requirements and the total amount paid to each subcontractor to close out the contract.

Subcontractor Name	MBE/VSBE/SBR State of MD Cert. # or N/A	Brief Description of Work to be Performed	Individual MBE/VSBE % Goal or N/A

END OF SECTION 006600

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SECTION 00 83 00 – CONTRACT PACKAGES
ADD NO. 2- 10.20.26

PART 1 - GENERAL

1.01 PROPOSALS

- A. Proposals in compliance with the Invitation to Bid and Instructions to Bidders will be received for the contract packages included herein.

1.02 CONTRACT PACKAGE PROPOSALS

- A. All contract package proposals must include all items in the package. No exceptions, exclusions, or qualifications are permitted.

1.03 CONTRACTORS BIDDING MORE THAN ONE PACKAGE

- A. Contractors bidding more than one package must submit separate forms of proposal for each package.

1.04 QUESTIONS CONCERNING THE CONTRACT PACKAGE

- A. All questions concerning the contract packages, form of proposal, and all technical specifications must be brought to the attention of the Construction Manager in writing prior to bid.

1.05 BID PACKAGE INSTRUCTIONS

- A. Contract package instruction sections follow this section.
- B. The contract package instructions are provided to highlight portions of the work of each contract package and to include supplemental requirements. The contract package instructions are not intended to list every item of work that is required by the specifications assigned to each contract package.
- C. The Contractor shall provide all labor, materials, tools, and equipment necessary to complete all work in accordance with the complete set of Contract Documents. The Contractor shall perform all work required by the specifications noted in the Contract Packages and as further described in this section.
- D. In the event of a conflict between drawings or specified requirements, the Contractor will be responsible to provide the superior quality and/or quantity of product and installation.

1.06 DUPLICATION OF WORK

- A. A duplication of any portion(s) of the work in another contract package shall not relieve the Contractor of his responsibility to include ALL of the work required by the contract package for which they are submitting a proposal. If any such duplication of work is discovered, the Construction Manager shall decide which contract(s) shall be adjusted to eliminate any such duplication of work.

PART 2 – GENERAL PROVISIONS

2.01 General

- A. These general provisions apply to all of the work of the project.
 - 1. Unless specifically noted otherwise, the term, “Contractor” or “Prime Contractor” shall mean the Contractor who will execute the Owner/Contractor Agreement for the specified Contract Package. Where the term “General Contractor” is used in the Contract Documents, it shall be interpreted as the Prime Contractor responsible for that portion of work.
 - 2. Unless specifically noted otherwise, definitions are as follows:
 - a. Furnish shall mean “Deliver to the site in good condition and turn over to the Contractor who is to install.”
 - b. Install shall mean “Receive and place in satisfactory operation.”
 - c. Provide shall mean “Furnish and install complete, tested and ready for operation.”
 - d. Verify shall mean “Verify in the field and coordinate dimensions and discrepancies.”
 - 3. These notes and other notes on the drawings are directions for the Contractor’s performance, unless noted otherwise (U.N.O). For example, the verb “install” means “Contractor shall install...”; “relocate” means “Contractor shall relocate...”; etc.

2.02 All trades are to include Division 00 and Division 01 as part of the base bid and alternate pricing. All work is to be performed as shown on the plans and/or specified under the following sections. For specific scopes of work, contractors are to review their individual scope of work listed elsewhere within this specification section.

- A. The Contractor shall carefully review Division 00 and Division 01 requirements in their entirety prior to submitting a bid. The Contractor shall include all administrative work described in Divisions 00 and 01 as being required of the Contractor, as part of his scope of work to be included in his Contract. The Contractor shall also include in his bid the cost of all work that is described in the General Conditions and is directly related to his division of work, as the Contractor.
- B. Contractor is directed to Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements for additional scheduling requirements and constraints.
- C. Contractor shall be aware of the list of unit prices included in Division 00 – Procurement and Contracting. The unit prices shown shall become part of the Agreement between the Owner and Contractor.
- D. In addition to the above, trade contractors are to include, but are not limited to, AIA Documents A132 and A232, and various other Technical Specifications interfacing with this work. The Contractors are required to review the work descriptions of the other categories so as to not misunderstand the scope responsibilities. The Contractors are also bound to the J. Vinton Schafer Safety Manual and all related weekly and daily

documentation for New Combination Harford Academy and Elementary School for the administration of the contract.

2.03 THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

A. Permits, Testing and Inspections

1. All testing associated with this Contractor's work will be furnished by the Construction Manager and/or Owner unless specifically called out to be this Contractor's responsibility. Contractor shall provide all materials to be tested to the Construction Manager.
2. Contractor shall coordinate with all jurisdictional agencies and inspectors.
3. Contractor shall perform all work to comply with the rules and the regulations of the governing bodies and state local laws. Contractor shall obtain all required bonds and permits, secure all inspections, and provide all tests and certifications required by code. Contractor shall provide copies of all its permits and inspection certificates to the Construction Manager for their records.
4. This Contractor is responsible for providing the required testing and certification through an approved agency for all equipment assemblies that require a UL rating.
5. Provide start up services, testing, turnover and warranty of all materials and equipment, as per specifications. Submit a turnover plan as part of the submittal process indicating the equipment, testing, reporting and witnessing requirements.
6. Contractor shall participate in the commissioning process per the specifications.
7. Contractor shall provide any and all trade certifications, licenses, and sign-offs required to secure any and all approvals, permits, and certifications.
8. Contractor shall secure and pay for all permits and fees required to complete their work. Copies of all permits and permit drawings shall be transmitted to the Construction Manager for record.
9. Contractor shall obtain all required permits, secure all inspections and provide all tests and inspection required to obtain Use and Occupancy permit for work performed as part of this contract package.
10. Contractors shall be aware of the location of all local airports. Contractors shall adhere to all regulations required inclusive of obtaining any required permitting.
11. Contractor shall perform and acknowledges required systems testing and inspections will be a non-contiguous phased process in order to accommodate phasing requirements or to allow work by follow-on Contractors to progress in accordance with the schedule or sequence of work as soon as possible. Each Contractor shall be responsible for the cost of any inspections unless specifically called to be provided by the Owner. Each Contractor will be responsible for any re-testing or re-inspection costs incurred by any entity as a result of the Contractor's failure to meet testing and inspection criteria on the initial inspection. Contractor shall be responsible for any and all costs, inclusive of additional trade costs to make up time, as a result of failed inspections.

B. Submittals

1. CADD documents may be available for use by this Contractor for a fee TBD by the Architect. Contractor agrees to sign waiver and assumes all liability and understands this is solely for their beneficial use for preparation of BIM files, shop and coordination drawings. Failure to provide CADD in a timely fashion does not relieve this contractor of responsibility of submission time frames dictated here- in. Any delay in construction due to a delay in the submittal and or procurement process will be this contractor's

responsibility. Any and all acceleration costs of subsequent trades will be the responsibility of this contractor.

2. Contractor shall provide all required submittals to the Construction Manager within forty-five (45) days after issuance of a "Letter of Intent", "Notice to Proceed" or the Contract, whichever is issued first. At the discretion of the Construction Manager and as required for fabrication and delivery, Contractor may be required to provide submittals sooner to avoid delay to the work of all other Contractors. Contractor shall use a submittal cover sheet with all applicable required information completed, conforming and in accordance with the contract for New Combination Harford Academy and Elementary School. No substitutions will be allowed without prior written approval from Harford County Public School System. All substitutions must be clearly identified as such and conform to the Specification Section 01 61 00, Common Product Requirements. Non-conforming submittals will be rejected and shall not be considered cause for schedule delay. Failure to meet this milestone requirement will result in the withholding of payment in full to the Contractor until all submittal requirements are met. Critical submittals include, but are not limited to, reinforcement, steel layout, doors/hardware, HVAC Equipment, fire alarm, sprinkler, and electrical distribution.
3. In the event that a Contractor should provide a substitution or a product that differs from the basis of design and causes costs to other Contractors as a result of this product, the Contractor supplying the differing product shall be responsible for all costs incurred by others as a result of these changes. No substitutions shall be made after bid.
4. Contractor shall provide all required submittals electronically through the Construction Management software (software access will be provided by the Construction Manager at no cost to the Contractor). This is to include Shop drawings and product data submittals. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time. The electronic submittal process is not intended for color samples, color charts, physical material samples, or close out submittals.
5. Construction Manager will review three submissions (one original and up to two revised submissions) on any single component requested for review. If the contractor and/or vendor fail to comply with the drawings, specifications, and/or review comments and additional submissions are required, the cost for review and processing of those submissions will be borne by the contractor.

C. BIM Coordination Requirements

1. This Construction Coordination Plan provides the framework within which J. Vinton Schafer will deploy Building Information Modeling (BIM) technology for the construction coordination. This plan will delineate the roles and responsibilities of contractors 04A Masonry, 05A Steel, 06A General Trades, 11A Kitchen Equipment, 15A Mechanical/Plumbing/Fire Protection and 16A Electrical, sets forth the detail and scope of information to be provided by each party and shared among the parties, and specifies relevant business processes and supporting software.
2. Summary of Construction Coordination Process
 - a. As the Construction Manager, J. Vinton Schafer shall manage the use of construction coordination models throughout the construction process. All coordination-related information shall be exchanged through the Construction Management Software site managed by J. Vinton Schafer. Each Trade Contractor shall be responsible to coordinate his work with each trade. However, the Mechanical Contractor will be responsible to lead the coordination process. J. Vinton Schafer shall play the role of the Quality Control Manager during this process.
 - b. Utilizing Architectural design models and fabrication/coordination models prepared

and submitted by the listed trade contractors, J. Vinton Schafer will maintain an up-to-date Federated model throughout the construction phase. The Federated model will be used to fully and properly coordinate and sequence the work of the trades, to maximize efficiencies during construction. Conflicts in the layout and sequencing of the work will be discussed and resolved in a series of periodic construction coordination meetings. Coordination processes such as clash detection, submittals, trade sequencing, etc. shall be performed using the Construction Coordination model. The shop drawings submitted for records and approval will be generated from the Construction Coordination model or from individual models therein.

- c. The Construction Coordination model will be updated and maintained throughout construction to create an accurate as-built digital record of the construction of the project. The as-built model will be conveyed to the Owner on completion of construction, as a tool to assist owner in facility operation and maintenance.
- d. All Steel, Mechanical, Plumbing, Electrical and Fire Protection Trade Contractors will be required to prepare 3D coordination models compatible with latest AutoCAD, Revit and Navisworks software. For clash detection to work properly, all models shall have a common reference point, which shall be derived from the Architectural Design Model. All costs shall be included in the contractors bid.
- e. The Mechanical Contractor will take the lead and develop a drawing list for approval by the Construction Manager subdividing the building into separate areas. The drawing list will be for submission and will indicate a submission schedule coordinated with the construction activities. The drawings shall be developed in a sequential fashion to not to delay installation of the work or the overall project schedule. The Construction Manager shall prepare a schedule identifying the activity and duration of each submission.
- f. The Mechanical Contractor will call meetings, weekly, or as required, which all required Trade Contractors and subcontractors, attendance is mandatory to avoid delays. Such meeting can be held via web conference if agreed upon mutually by all parties. Failure to attend will require the Contractor and/or subcontractor to field run the work not coordinated. No extra compensation will be paid to any Trade Contractor and/or subcontractor for relocating any equipment, duct, pipe, conduit or other material that has been installed without proper coordination. If the installation of any uncoordinated work or improper installation or coordinated work necessitates additional work by other Trade Contractor and/or subcontractors, the cost of such additional work shall be assessed to the Contractor responsible as determined by the Construction Manager.
- g. At the conclusion of each coordination phase, the Mechanical Contractor will notify the Construction Manager whereupon an onsite coordination meeting will be scheduled for signing off on each respective area. After the review and approval of coordination in 3D, the Mechanical Contractor shall provide a color composite set of drawings. Each trade contractor indicating their acceptance and approval of the indicated routings and layouts and their relationship with the adjoining or contiguous work of all contractors shall then sign off these final composite drawings. After final composite drawings have been accepted and approved, the Mechanical Contractor shall provide the composite drawings digitally to all contractors and sub-contractors through the Construction Management Software site and will submit two (2) set of prints for submittal purposes to the Construction Manager. The original signed off drawing shall be sent to the Construction Manager for permanent possession.
- h. Apart from the composite drawings, each trade contractor will produce shop drawings specific to their trade for submittal. These shop drawings must be produced from the coordinated 3D model. In the preparation of all the final shop drawings, large-scale details as well as cross and longitudinal sections shall be

made as required to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. The final shop drawings shall include the locations of all controls, tie-ins, connections for other contractor's work, and pipe and duct insulation as required.

- i. No contractor will be authorized to release any material for fabrication or installation until the shop drawing(s) has been approved by the Construction Manager, Architect, and the Owner. Therefore, no unauthorized deviations will be permitted. If deviations are made without the knowledge and agreement of the Construction Manager and other affected contractors, the work in question will be subject to removal and correction at no additional cost to the Owner.
- j. Where conflicts are found in the Model, regardless of the phase of the Project or Level of Detail (LOD), the discovering party shall promptly notify the Model Element Author(s). Upon such notification, the Model Element Author shall act promptly to mitigate the conflict.
- k. At the conclusion of each coordination phase, the 15A Mechanical contractor will notify the Construction Manager whereupon an onsite coordination meeting will be scheduled for the purpose of signing off on each respective area. After the review and approval of coordination in 3D, the 15A Mechanical contractor shall provide one color composite set of drawings and forward them to the Construction Manager.
- l. In the preparation of all the final composite drawings, large scale details as well as cross and longitudinal sections shall be made as required to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. The final composite drawings shall include the locations of all controls, tie-ins, connections for other contractor's work, and pipe and duct insulation as required. Each trade contractor indicating their acceptance and approval of the indicated routings and layouts and their relationship with the adjoining or contiguous work of all contractors shall then sign off these final composite drawings. Therefore, no unauthorized deviations will be permitted. If deviations are made without the knowledge and agreement of the Construction Manager and other affected contractors, the work in question will be subject to removal and correction at no additional cost to the Owner.
- m. After final composite drawings have been accepted and approved, the 15A Mechanical contractor shall print one (1) color copy to be signed by all contractors. The 15A Mechanical contractor shall provide the composite drawings digitally to all contractors through the J. Vinton Schafer FTP site and will also submit two (2) set of prints for submittal purposes to the Construction Manager. The original signed off drawing shall be sent to the Construction Manager for permanent possession.
- n. No contractor will be authorized to release any material for fabrication or installation until the composite drawing(s) has been prepared and the signature process is executed and approved by the Construction Manager.

D. LEED

1. Contractor is aware this is a LEED project and will make every effort to comply in a timely fashion with requests of the Construction Manager to properly plan and document this project.
2. Contractor is aware of and is in compliance with all LEED requirements pertaining to this work.
3. Contractors shall cooperate and provide any additional information needed for any LEED credit as requested by Owner, Construction Manager, Architect, Consultant, USGBC, and GBCI. Contractor shall provide all required LEED Credit documentation to Construction Manager for successful upload by Construction Manager to LEED

Online. Construction Manager shall provide to Contractors an electronic copy of the LEED Online templates. Trades are required to accurately input LEED data and submit completed and updated electronic templates to Construction Manager attached to pencil copy of monthly application for payment. Additionally, Contractor shall provide copies of all backup documentation i.e., product data, delivery tickets, manifests, etc. for each LEED credit with Monthly pencil copies of application for payment. In the event monthly LEED template updates are not submitted and/or submitted templates do not meet with the approval of the Construction Manager, Owner, Architect or consultant, payments, in full, shall be held. After submission of final LEED template to LEED Online by Construction Manager, Contractors shall provide to Construction Manager all LEED related clarifications, additional documentation and information requested by Owner, Construction Manager, Architect, LEED Consultant, USGBC, GBCI until LEED/GBCI approval of construction credits is achieved. Additional documentation shall be submitted to Construction Manager within 5 working days from date requested by Construction Manager. In addition, all submittals must include the LEED Submittal Summary Form. Any item submitted to the Construction Manager without this form will be rejected.

4. Contractor shall comply with the Indoor Air Quality Plan and shall implement, monitor, and enforce the provisions thereof with all Contractors working on the project. Contractor shall perform all the Indoor Air Quality work and provide all the documentation as required by Construction Manager. All tools and equipment utilized on this project shall be used in compliance with the Indoor Air Quality Plan.

E. Safety

1. Contractor shall be required to conduct his activities in a safe manner and shall be responsible for observing the safety regulations of MOSH, OSHA, and local life safety agencies.
 - a. Comply with all applicable laws, ordinances, rules, regulations, and orders of the governing authorities having jurisdiction for safety of persons and property to protect them from damage, injury, or loss.
 - b. Erect and maintain as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, hole coverings, lighting, posting of danger signs, and other warnings against hazard.
 - c. Contractors shall be responsible for removing and reinstalling any existing safety measures set in place which affects their work.
 - d. Be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project.
 - e. Contractor shall provide and maintain safe and secure protection of all openings and excavations created by his work. Barricade open excavations and provide warning lights from dusk to dawn each day.
 - f. Conduct required Safety Meetings and shall provide a copy of the minutes and attendance list for each meeting to the Construction Manager's Superintendent as requested.
 - g. Contractor shall adhere to Site Specific Safety Plan as determined by the Owner and Construction Manager.
 - h. Be liable for all costs incurred by the Owner and Construction Manager as a result of the Contractor's failure to comply.
2. Contractors shall install any required protection systems as necessary for holes, excavations, edges, etc. created as a result of their work. Contractors who follow work at these locations will remove, modify, and reinstall protection systems as required to maintain safe and secure protection at the completion of their work.

3. Contractor shall furnish, install, provide, and maintain all traffic control (including flagmen) for this Contractor's work as required by the Contract Documents and/or governing authorities having jurisdiction over them.
4. Contractor shall furnish, install, and maintain all safety and/or warning signs as required for this work and/or per the direction of the authorities having jurisdiction over the work.
5. Contractor shall furnish, install, and maintain all fall protection and barricades, including toe boards, with its scaffolding systems and when working adjacent to edge of slabs.
6. All on site personnel must follow the Owner and Construction Managers Site Specific Safety Plan requirements including requirements for proper attire including, but not limited to fluorescent safety vests (provide by Contractors) and hard hat identification stickers (provided by Construction Manager).

F. Bonds and Releases

1. Contractor includes a 100% performance bond and a 100% payment bond from a surety company acceptable to the Construction Manager. Contractor also includes a bid bond per the specifications.
2. Contractor to include with first pay application detailed list of all second-tier subcontractors, suppliers etc. for those furnishing any hauling, labor or material over \$500 in value. From the second pay application through the completion of the project, second tier partial lien release(s) will be required to be submitted with the contractor's pay application as condition of payment. With contractor's final pay application, contractor will be required to submit final second tier supplier/subcontractor lien release(s) as condition of payment.

G. Punchlist, As-Built, Warranties, O&M's, and Closeout

1. Contractor shall maintain a set of Record Drawings as required by the Contract Documents. Contractor will also assist the Construction Manager with updating the Construction Manager's field Record Drawings. Contractor understands that Record Drawings will be checked on a weekly basis and will be reviewed as a prerequisite to requisition approval. Contractor shall submit two sets of final certified Record Drawings within ten (10) days following substantial completion to the Construction Manager. Contractor shall provide complete Operation and Maintenance Manuals with spare parts list within ten (10) days following Substantial Completion to the Construction Manager. In addition to the required paper and pdf copies of *Record Drawings* required by specifications, the 05A, 15A, and 16A contractors are required to submit final as built BIM files within thirty (30) days of final completion of the project. In no case will retainage be reduced prior to receipt of Record Drawings and Operation and Maintenance Manuals.
2. The 04A, 05A, 06A, 11A, 15A and 16A contractors must participate in BIM coordination. 15A Contractor to take the lead, per the 15A scope of work. Aforementioned contractors are encouraged to review the 15A scope of work to become familiar with their respective responsibilities.
3. Contractor is required to hire a *Civil Engineer licensed in the State of Maryland* to perform certified as-builts for service utility work.
4. Contractor to participate in J Vinton Schafer's' Punchlist Program. All final punch list work developed by the Architect, Engineers, and Owner are to be completed with two weeks of receipt. All work to complete lists issued by J. Vinton Schafer are to be complete within two weeks of receipt. Failure to perform in a timely fashion will result in J. Vinton Schafer performing the work at your expense and will be back charged accordingly. In addition to the cost of the work being back charged, a fee of \$50 per

- day per item will also be accessed until the work is completed.
5. Contractors shall participate in the Construction Manager's Quality Control Program and complete required documentation as directed by the Construction Manager.
 6. Contractors shall review each area and prepare and complete their own punch list for work performed under their Contract Package as required for the Project Schedule. Contractors will provide their punch list to the Construction Manager.
 7. Final cleaning will be provided by the 6A Prime Contractor prior to production of the Architect's Punch List. Contractors shall provide final cleaning for any areas where punch list work is being completed. Any recleaning required from the completion of punch list work will be at the contractor's expense.
 8. Contractor shall be responsible for all training requirements for all equipment and systems it has installed per the specifications. Contractor includes professional recording of all required training. Media to be provided within ten (10) days of final training session. *Refer to specifications for specific requirements regarding Punchlist, As-builts, Warranties, O&M's, Close-out & Training.*
 9. Contractor shall be responsible for replacing and repairing at no cost to the Owner and / or the Construction Manager any work performed by this Contractor that is determined to be unacceptable to the Owner, Architect, Construction Manager, and / or applicable inspectors. In said event, the Contractor shall coordinate and prioritize its work as to eliminate impact to the project schedule.
 10. Contractor warrants its work in accordance with the requirements of the specifications. If no guarantee or warranty is called out within the specifications, then the Contractor shall guarantee or warranty its work against deficiencies and defects in materials and / or workmanship for two (2) years from the date of substantial completion of all or a portion designated by the Construction Manager and Owner. Contractor shall furnish all operations manuals, maintenance manuals, cleaning instructions, supplier / manufacturer warranties, and the like for all work performed.
 11. Contractor shall provide start up services, turnover, and warranty of all materials and equipment, as per specifications. Contractor shall submit a turnover plan as part of the submittal process indicating the equipment, testing, reporting, and witnessing requirements.
 12. Contractor includes and agrees to create separate line items in the schedule of values to address submittals, mock-ups, Punchlist, General Clean Up, safety and As-builts/Closeout Documentation. Dollar value will be based on overall value of contract in accordance with J. Vinton Schafer's' internal policy. Contractor can expect line items to range from 1%-3% of contract value. This is in addition to the retainage requirements of the contract. Monies will be released on a monthly basis, determined by contractor's performance in each respective category, similar to any other line item in the schedule of values.
 13. Contractor to provide detailed list of all MEP equipment furnished under their respective contracts on the project including serial number(s) and room location, or above ceiling location. List to be provided within (10) days following substantial completion.
 14. Contractor to include attic stock per the specifications. Contractor to submit list within 90 days of award the required attic stock per the specifications for review and approval by Construction Manager. Any materials originally intended for attic stock, which were used during project completion will be replaced at no charge to the owner within 4 weeks following substantial completion. All attic stock will be given in full packaging. Where specifications call for a percentage, material will be rounded up to the next full package. Opened material will not be accepted for attic stock.
 15. Contractor shall immediately begin work on draft closeout submittals and draft Operation and Maintenance Manuals upon completion of all shop drawings, submittals, and samples. All draft closeout submittals and draft Operation and Maintenance

manuals shall be due for review no later than thirty (30) days following the completion of product data, shop drawings, and sample submittals.

16. As a prerequisite to payment for equipment, whether stored on-site or off-site, Contractor shall submit to the Construction Manager a preliminary copy of the equipment Operations and Maintenance Manual.

H. Clean Up

1. The Contractor shall provide daily clean-up and disposal to dumpsters of all trash, debris, and excess material generated by this work. Means and Methods shall be as required within the 06A Contractor's Waste Management Plan for the Project. Dunnage, boxes, or other non-hazardous flammable materials must be removed to the dumpster immediately and shall not accumulate on the jobsite. Hazardous materials may not be disposed of in the dumpster and must be disposed of off-site by the Contractor, at the Contractor's expense. Contractors shall provide manpower to assist in daily and weekly general jobsite cleanup regardless of source. Jobsite shall be kept in a broom swept appearance at all times by all contractors on site. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.
2. The Contractor will be required to dedicate one laborer man day for site cleanup for every 300 man-hours worked, for all work associated with their contract package inclusive of Subcontractors hours, to be used at the CM's discretion. This is in addition to your daily required cleanup efforts. Contractors are responsible for providing brooms, sweeping compounds, mops, shop vacuums, trash cans, etc.
3. When performing cleaning work, use only approved HEPA type vacuum units. No "blowing out" (pressure cleaning) will be allowed.
4. 02A & 02B Contractors shall provide washdown personnel at the site entrance during normal working hours. Contractors shall be responsible for their own washdown for any off-hour work.

I. Schedule

1. This work shall be performed in accordance with the schedule as updated irrespective of the amount of overtime or level of manpower required. The Contractor shall not be entitled to any damages or other compensation from the Owner or Construction Manager by reason of delay or interruption of its work caused by other Contractors working on the project, weather impact, permit issuance, inability to provide proper manpower due to illness or death, or Owner related delays. Incorporated into the project schedule are days for inclement weather. The Owner or Construction Manager will not be charged for any incidental stand-by-time by the Contractor, or any of its agents, sub-subcontractors, suppliers, vendors, or deliveries.
2. The Construction Manager has developed a CPM Schedule. In order to assist in the coordination of activities, the Trade Contractor and the Construction Manager will meet within twenty (20) days of execution of this contract. The purpose of the meeting will be to discuss specific start dates, durations, and to eliminate potential schedule conflicts. This schedule will reflect commencement, completion, and any milestone dates established elsewhere in the Contract Documents.
3. Contractor to submit for review and approval an Execution plan for each item of work provided under this contract. Contractor to compare with the CPM schedule for the project and notify any discrepancy in writing to allow for CM to properly make adjustments, when necessary and allowable, to the CPM schedule. Execution plan is due within twenty (20) days of issuance of "Letter of Intent" or "Contract", whichever is issued first. Contractor acknowledges specified laydown, staging, etc. areas may have to be adjusted/relocated during the course of construction, Contractor agrees to be in

compliance at no additional cost to Construction Manager or the Owner

4. The Prime Contractor agrees that if, in the good faith judgment of the Construction Manager, the Contract completion date will not be met, the Trade Contractor shall immediately, without any further direction, take any and / or all of the following actions and any other additional actions as otherwise directed by the Construction Manager, necessary to insure timely completion, at no additional cost to the Construction Manager and / or Owner.
 - a. Increase the Trade Contractor's manpower in such quantities and crafts that will insure, in the good faith judgment of the Construction Manager, timely completion of the Contract completion dates
 - b. Increase the number of working hours per shift, shifts working per day, working days per week, the amount of construction equipment, and/or any combination thereof, that will insure, in the good faith judgment of the Construction Manager, timely completion of the Contract completion dates.
 - c. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities that will insure, in the good faith judgment of the Construction Manager, timely completion of the Contract completion dates.
5. Notwithstanding anything to the contrary elsewhere in the Contract Documents, the Construction Manager will publish a construction schedule. This schedule will include input from all Contractors. Prior to the issuance of the construction schedule, the Construction Manager will publish preliminary schedules for Contractor comment and input. The Construction Manager will be the sole and final judge of activity sequence and duration. The construction schedule published by the Construction Manager will be the baseline from which progress will be measured and will be contractually binding.
6. Within ten (10) days after "Notice of Intent to Award" or Contract, whichever is issued first, Contractor shall furnish Construction Manager with a Procurement Schedule for major equipment items. As a minimum, this schedule shall include: description of equipment, vendor name and contact information, projected date for submission of shop drawings, number of weeks for fabrication and delivery after receipt of approved shop drawings, installation duration, start up and test duration. In addition, Contractor shall also provide information as necessary for Construction Manager to finalize detailed project schedule inclusive of activities and durations. No activities shall have durations longer than 10 working days.
7. The schedule requires overtime, Saturdays, or Sundays to be used as a make-up day for time lost due to weather at no cost to the owner. Contractors are to man, equip, and provide materials to meet the workday durations indicated in the schedule and meet milestones established in the documents. Weekend work may be required throughout the project with no cost to the owner as required for phasing requirements, shutdowns, moving, etc.
8. Contractor shall furnish to the Construction Manager copies of all subcontracts and purchase orders relating to this project, to assure HCPS of timely commitment to the contract schedule.

J. Miscellaneous Scope:

1. Contractor shall provide layout, engineering, and coordination with other trades. Contractors are responsible for layout of their work.
2. Contractor's price includes cost increase in material prices during the course of the project and Contractor shall not be compensated in any way for the cost increase.
3. Contractor shall submit within 30 days after receipt of Contract, or with the first change request, whichever is earlier, built-up wage rates for each type of employee which will be used by the prime on all costs proposals for the remainder of the job (yearly increases due to salary increases, union agreements, etc. are allowable with adequate

documentation) to the CM for approval. The contractor must certify that the built-up wage rates are correct and auditable as submitted. This rate shall be the total sum of the employee's actual Base Rate + Fringe Benefits + Payroll Taxes + Insurance (break down by Workman's Comp & Liability, each shown as % of base rate). If the CM and contractor cannot agree on built-up wage rates, the Owner shall have the right to immediately audit the contractor's employee wage and time records. No change orders will be executed prior to the approval of wage rates.

4. Upon request from the Owner, Construction Manager, Architect or Engineer, the Contractor shall be required to provide names of any Sub Contractors within 24 hours after bid opening.
5. Contractor shall comply with the Wage Scale Requirements provided with this contract. Contractor will be responsible for the prompt submission of certified payroll to DLLR and shall notify the Construction Manager for every submission and shall provide copies (if required) to the Owner and Construction Manager. The Construction Manager will monitor submissions to DLLR and will retain potential penalty amounts, from the Contractor's pay application, if the Contractor is found to be in non-compliance with DLLR. Contractor shall be responsible and shall ensure that second-tier subcontractors are in compliance with Wage Scale Requirements and submissions to DLLR. Contractor shall provide a list of all second-tier subcontractors including contact information within 30 days from Notice to Proceed or Contract Award.
6. Each Prime Contractor shall provide two-weeks advance notice prior to mobilization of its own forces or those of its subcontractors and shall email the Construction Management project team to document their first day on site. Any disputes and/or fines assigned by DLLR including but not limited to late submissions, restitution for underpayment of scale rates, etc. shall be solely borne by the Prime Contractor, not the Owner or Construction Manager. Confirming first and last day on site of its own forces and that of its subcontractors shall solely be the responsibility of the Prime Contractor. Retainage reduction and/or final payment will not be considered until the Prime Contractor provides documentation that they and all Subcontractors are closed out with DLLR and there are no further outstanding issues. DLLR must confirm project is closed out in writing.
7. Contractor shall be required to carefully review all alternate proposal requests contained within the Contract Documents. Contractor shall provide costs for all work contained in the alternates, associated and/or specifically indicated as part of the Contract Package. Contractor shall be responsible for providing all such work upon acceptance of the alternates by the Owner.
8. Contractor shall perform its own survey of existing conditions and is encouraged to visit the site prior to bid and notify the Construction Manager of any discrepancy. Start of work shall constitute this Contractor's acceptance of the existing conditions.
9. Contractor is responsible for providing a complete and operational scope of work in accordance with the Contract Documents and all state, county, and local authority having jurisdiction over the work.
10. Contractor has a full understanding and knowledge of contract documents and takes full responsibility for their implementation and coordination.
11. Contractor shall be responsible for the cost of all drawing reproduction required for their work.
12. Contractor is responsible for dewatering any and all excavations created by this Contractor caused by any means including rainwater, run-off from perimeter properties, underground water, leaching water, underground streams, and the like. Contractor is responsible for cleaning of substrate which Contractor's work is to be applied to, i.e. cleaning of footings in order to start masonry.
13. Contractor shall provide all pumping, dewatering, truck access (closed meters and

- permits if required), temporary misc. shoring and temporary protection to perform the work.
14. Multiple mobilizations may be required and are included within this Contractor's work. Contractor shall mobilize as many times as the project schedule requires at no additional cost. Contractor shall coordinate operations with other Contractors as required to maintain project progress and access at all times.
 15. If there are Owner, Construction Manager, or other trade furnished items that are to be installed by this Contractor, this Contractor must provide a minimum thirty (30) day written notice to the Construction Manager prior to the installation date of each item. The Contractor shall be liable for costs associated with delay should this Contractor fail to meet this requirement. This Contractor shall schedule, receive, inspect, inventory, store, rig, and install all items furnished by others that are to be installed by this Contractor. Contractor is responsible at the time of delivery for the verification of these items for correctness and shall report any discrepancies in writing to the Construction Manager within forty-eight (48) hours. If discrepancies are not reported within that time frame, the Contractor shall be responsible for those items in its charge. Installing contractor is expected and has included unloading, uncrating, distribution, cleanup of associated trash, hoisting, etc.; All required miscellaneous scope to install said item of work.
 16. Contractor shall schedule all material and equipment deliveries through the Construction Manager. Contractor shall phase, sequence, deliver, and store its materials and equipment in a manner which provides full and continual access for all trades. The Contractor shall acknowledge extremely limited availability of on-site storage space and shall store materials on site only with the specific approval of the Construction Manager. All trades to have storage trailers on site shall relocate them as needed by the changing of the site sequencing. Contractor to coordinate night work as required keeping continual access to the site with the Construction Manager.
 17. Construction Manager will not receive any equipment, pieces, parts, deliveries, etc. Contractor shall have a responsible party on site to receive any shipments or deliveries.
 18. Contractor shall be responsible for his material deliveries, hoist equipment with operators, enclosures and heat, cold weather protection, blankets, scaffolding, and related items needed for work to proceed expeditiously and without interruption.
 19. Contractor shall provide all scaffolding, hoisting, misc. shoring, barricades, ramps, etc. necessary to perform their work. Contractors shall provide safe access and work platforms for their own work at all areas.
 20. Contractor shall be responsible to receive, unload, and store in weatherproof secure trailers (as allowed by site conditions) and in a manner acceptable to the Construction Manager all items to be incorporated into this project. Contractor shall coordinate delivery schedule with the Construction Manager. Contractor shall be responsible for access to site and restoration of grade disturbed by his operations. In the event the onsite storage is not allowed, the Contractor shall provide adequate offsite storage at no additional cost to the Owner.
 21. Contractor shall maintain at all times sufficient resources (manpower, equipment, and materials) to meet scheduling requirements and avoid delay to other aspects of the work. The Contractor shall provide, at no additional cost, extended hours and multiple shifts as required to complete the work during the periods of time stipulated in the Contract Documents and in accordance with the sequencing and durations set forth in the construction schedule. The Construction Manager shall determine whether or not the Contractor's manpower level is sufficient to complete the work in accordance with the current schedule requirements. Contractor shall include all costs to expedite shipment and delivery of materials in sufficient time to avoid delay to the schedule. If materials are not provided or work is not proceeding as required by schedule, Contractor shall bear all costs for additional work or manpower necessary to recover

- the schedule inclusive of the costs of other Contractors.
22. Contractor shall be responsible for the site / building in its charge. It shall protect adjacent (existing or new) and its own work and materials from soiling or damage.
 23. Contractors shall inspect other Contractors work prior to proceeding with their work to ensure proper installation of their work. If a prior Contractors work is found to be not per specification requirements, they shall notify the Construction Manager immediately in writing. Proceeding with failure to do so, constitutes acceptance of the other Contractor's work.
 24. This contractor understands that other contractors may be on site during the work of this contract. Contractor agrees to make every effort to cooperate and coordinate the schedule of the work with that of the other Contractors as to not delay the project. Contractor shall coordinate on a daily basis with other Contractors and Construction Manager to avoid conflicts in installation. Correction or re-installation of work due to lack of coordination will be done at no cost to the Owner or Construction Manager. Contractor shall coordinate its work and its performance with that of the other Contractors, testing agencies, inspection authorities, and the Construction Manager so that conflicts are avoided and that the expeditious progress of the project is not hampered. Any Contractor who believes that a potential conflict may exist shall notify the Construction Manager immediately and followed-up in writing within three (3) days.
 25. Contractor shall completely coordinate his work with all other Contractors including, but not limited to, exchange of manufacturer's literature, shop drawings, installation instructions, etc. required for a sound, secure, complete installation. Correction or re-installation of work due to lack of coordination will be done at no cost to the Owner or the Construction Manager.
 26. Contractors shall coordinate with the Construction Manager and the Owner for all outages and will ensure that all outages and switchovers will occur on weekend or off hours. Each Contractor shall be responsible for the cost of Custodial Coverage or Construction Manager expenses that are required as a result of his work. Custodial Coverage expense is the cost to the Owner to provide access to the building at times outside of normal custodial coverage. Exposure to OT costs usually will occur when the school is closed and unoccupied such as holidays and weekends (unless open for community use or event). Each Contractor shall include in his Base Bid the cost of Custodial Coverage or CM expenses for any shutdowns, outages or necessary overtime expenses associated with his work.
 27. Each Contractor, whether union or non-union, agrees to work in harmony with other Contractors employed on the Project.
 28. Contractor shall coordinate all work with utility providers.
 29. Contractor shall furnish and install all access doors and frames in all walls, floors, and ceilings as required for its work under this contract whether they are indicated in the contract documents or not. Contractor shall coordinate the locations of all access doors with the Construction Manager.
 30. Contractor includes all fire/smoke stopping, sound and/or weather sealants etc. at all penetrations required for own work as required by the contract drawings, specifications and Authorities Having Jurisdiction. Contractor will be responsible to provide Engineering Judgements by the approved fire-stopping manufacturer for systems which exceed manufacturer's tested assemblies.
 31. Contractor is responsible for contacting and coordinating with Miss Utility and or a private utility locating company for locating and marking existing utilities if required to perform this work
 32. Contractor to submit a truck route plan within 30 days of notice of award. Strict adherence to approved plan will be enforced. Complaints by the neighborhood will not be tolerated, contractor will be held accountable via back charge of \$500 per complaint.
 33. Coordinate all work with the work of others through the Construction Manager for proper

- function, time, and sequence to avoid delays in the work.
34. Contractor includes any and all temporary utilities, i.e. water and power, to perform its work as permanent utilities may not be available for use.
 35. All existing systems shall remain operational per phasing requirements. Contractor shall provide any temporary conditions as required by phasing. Contractor shall provide all reserving or re-routing as necessary of systems that serve occupied spaces until new systems are in place and accepted as operational. Multiple shutdowns will be required of existing systems throughout the project. Contractor shall be responsible for coordinating shutdowns with other Contractors, the Construction Manager and Owner.
 36. Special electrical needs for various Contractors and their needs, above and beyond the temporary panels presently in place, shall be the responsibility of those Contractors to coordinate with the 16A Prime Contractor on site to provide the needed power and/or task lighting. This cost will be borne by the Contractor requesting additional services.
 37. Contractor shall coordinate with all other trades regarding built-in and embedded items required by the Contract Documents. Contractor shall provide details and coordinate location of anchorage devices to be embedded in the work of others. Furnish templates with items for installation when applicable.
 38. Contractor shall provide, maintain, and remove temporary protection of all finished work provided in his Contract Package. Protection shall be sufficient to protect the work from damage caused by usual and customary construction efforts. All protection provided shall be compatible with material being protected. Contractor shall be liable for all costs associated with repairs to damaged work as a result of not properly protecting the work.
 39. Contractor shall furnish and install all waterproofing and counterflashing of its work when it penetrates the completed roof system, walls, and any other weather barrier surfaces. Any work performed by other contractor's in having to go behind and make this contractor's penetrations weather-tight will be back- charged to this contractor.
 40. Contractor shall include material and labor cost increases for the duration of the project.
 41. In the event this contractor is to install items furnished by others, Construction Manager or Owner, installing contractor is expected and has included unloading, uncrating, distribution, cleanup of associated trash, hoisting, etc.; All required miscellaneous scope to install said item of work.
 42. Contract Packages may include allocations for quantities of work to be provided. In all instances, Contractor shall provide daily tickets clearly identifying quantities provided to the Construction Manager for review and signature. Contractor shall track all quantities and any work not performed shall be credited to the Owner at the completion of the project.
 43. All Time and Materials tickets must be presented to the Construction Manager on the day of the work for review or will be considered non-valid.
 44. Owner's Right to Audit:
 - a. The Owner shall have the right to access and audit the Contractor's project records and documents as necessary to verify that Contractor has complied with all the terms and conditions of the contract.
 - b. In the event of a claim by the Contractor against the Owner, the Owner shall have the right to access and audit all of the Contractors records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the claim.
 - c. All change order costs paid to the Contractor on a cost reimbursable basis shall be subject to audit by the Owner. Audit of change order costs may require access to the supporting documentation of the lump sum contract. The Owner shall also have the right to audit all the related records of subcontractors who are paid on a cost reimbursable basis. Contractor shall include a clause to this effect in its

contract with subcontractors.

- d. Contractor and subcontractors shall preserve all project documents after final acceptance of the project by the Owner.
45. Contractor shall provide copies of applications for payment per dates established by the Contract. In the event that applications for payment are not received by the established dates, Contractor billing shall be rejected in full until the next billing cycle.
46. All Contractors shall provide twenty-four (24) hour telephone numbers, where Contractor may be reached in case of emergency, after working hours.
47. Prior to any demolition activities, Contractors shall provide ten (10) business day notice to Owner to allow for salvage of existing equipment. Contractors to remove equipment and store in a central location on site for pickup by Owner.
48. All Contractors shall fully review and comply with all Lead and Asbestos reports, specifications, policies and procedures along with applicable law.
49. Personal vehicle parking for Contractor employees will not be permitted on site.
50. Contractor shall comply with all General Structural Notes as they apply to his work.
51. Contractor shall prepare and submit to the Construction Manager on a daily basis a field report through the Construction Management Software. At a minimum, the field report shall include project identification, date, weather, Contractor's labor listed by trade and experience, equipment on site, subcontractors on site including their labor listed by trade and experience and a full description of the work performed that day.
52. Contractor shall repair, at the Construction Manager's discretion, damage to grades around the site caused by his work. Contractor shall verify that the grades are acceptable and not damaged prior to the start of his work.
53. Contractor shall be responsible for all security measures required to protect materials and equipment associated with the Work.
54. Contractor shall fabricate to guaranteed rough opening sizes and locations if schedule constraints do not allow time for field measurement as deemed necessary by the Construction Manager.
55. Any Contractor working on the roof shall provide 5/8" plywood over 2" Styrofoam roof protection while working on the roof. Any damage to the roof related to Contractor's work will be the responsibility of the Contractor and shall be coordinated directly with the 7A Prime Contractor at no expense to the owner.
56. Ceilings to be removed and replaced on a daily basis by Contractor performing work above ceiling or as specified elsewhere. Contractor shall provide all cleanup as a result of this work. Contractors shall be responsible for replacement of ceilings damaged as a result of performing their work.
57. Contractor shall submit sufficiently detailed digital photographs or videotapes showing existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth- moving operations, submit before earth moving begins.
58. All materials and equipment installed in return air plenums shall be non- combustible and UL Approved for use in a return air plenum space. All wiring shall be non-combustible or shall be enclosed in metal conduit or protected by a sheet metal cover secured with metal fasteners.
59. Contractor shall provide additional plywood flooring protection over finished floors under any lifts being used after finished floor is installed in each area.

2.04 SPECIAL CONSIDERATIONS

- A. Jobsite hours are as follows:

Mon - Fri 7:00 a.m. – 3:30 p.m.
Sat -Sun 7:00 a.m. - 3:30 p.m. (as coordinated with the CM)

Off hours work will be performed as required and arranged through the Construction Manager and Owner. No deviation from the normal work hour schedule may take place without the prior written approval of the Construction Manager. No deliveries shall be made 30 minutes prior to or after arrival or dismissal of students.

Under no circumstance are deliveries, staging, work etc. to occur outside of these hours. Future complaints will be addressed as follows:

1. First complaint – Written Warning to offending contractor(s)
 2. Second complaint - \$500 back charge issued to offending contractor(s)
 3. Third complaint - \$2,500 back charge issued to offending contractor(s) and foreman removed from project.
 4. Fourth complaint – Contract terminated
- B. Strict adherence to Harford County's Noise Ordinances. Trucks will not be able to stage prior to normal working hours in accordance with the Ordinance.
- C. Contractors' foreman is required to attend weekly foreman's meetings at the project site beginning two weeks prior to the start of the trades work through the completion of the work. Meetings are mandatory and will cover schedule, material delivery, trade coordination, safety, etc. Failure to attend a scheduled meeting will result in a \$250 back charge per occurrence.
- D. Contractors Project Manager is required to attend biweekly Project Managers meeting at the project site beginning two weeks prior to the start of the trades work through the completion of the work. Also, attendance is mandatory until all submittals are approved. Meetings are mandatory and will cover submittals, change orders, RFIs, material delivery, monthly requisitions, schedule, closeout plans, etc. Failure to attend a scheduled meeting will result in a \$1,000 back charge per occurrence.
- E. Excavation and/or drilling work under this contract is unclassified to design sub- grade, and includes but not limited to, excavation and removal of soil, shale, rock, fill, abandoned utilities, abandoned tanks, abandoned wells, abandoned structures, and any and all other subsurface conditions encountered in the contract area to this trades lowest design elevation in same area. The Contractor shall make his own soil and subsurface investigations, examination, tests, and exploratory borings of existing subsurface conditions to determine the nature of the soil conditions underlying the project site and thereby assuming all responsibility in excavating for this project without recourse to subsurface information obtained from the engineer, or indirectly from the Owner. The risk of unanticipated soil conditions from current elevations to this trades lowest design elevation in same area is solely the Contractor's. No extra or additional compensation for excavation or claims otherwise will be made or paid under this contract until added excavations below this trades lowest design elevation in same area is required. Contractor is responsible for furnishing and placing any import fill material that may be required to complete the work.
- F. Contractor is responsible to provide full time, English speaking, Superintendent at all times while working onsite for all own forces, subcontractors and or suppliers. Contractor is to submit resume of proposed project manager and field supervisor for review prior to project award. Contractor cannot remove approved individuals from project without prior written consent of Construction Manager. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor
- G. Contractor shall use the Construction Management Software for the management of financial information, documents, schedules, field data, submittals, RFI's, daily reports, etc. CM will provide contractor access to the Construction Management Software.

2.05 EXCLUDED FROM THIS CONTRACTOR WORK is:

- A. Testing costs unless specifically called for in their specific scope, a result of negligence, poor workmanship, or failure of work to meet the requirement of the Contract Documents.

2.06 SITE LOGISTICS PLAN:

- A. See attached plan.

PART 3 – CONTRACT PACKAGES

3.01 SUMMARY

- A. The following is a listing of Contract Packages for use on the New Combination Harford Academy and Elementary School, along with references to the Contract Document Specification Sections. Contractors shall be responsible for all of the work contained in the referenced Specification Sections, unless a specific portion of the work has been assigned to another Contract Package.
- B. Each Contractor's work shall not necessarily be limited to the Sections referenced. Work referred to in related sections shall be included in the Contract Package that lists the Reference Section. Contractors are cautioned not to rely on the scope descriptions of other packages to determine what they are or are not required to do under the contract package that they are bidding. If after bidding it is determined that duplication of work exists, a credit proposal may be pursued by the Construction Manager. If a conflict over scope responsibility occurs within the Contract Documents, the scope assignments described within this specification section shall take precedent over all other scope assignments or designations throughout the documents. It shall be distinctly understood that failure to mention specifically any work which would normally be required to complete this project shall not relieve the contractor of their responsibility to complete such work.
- C. All Contractors shall comply with all requirements of Division 00 and Division 01 included in the Project Manual, in their entirety.

3.02 CONTRACT PACKAGE 05A – STEEL CONTRACT

- A. The Work of this Bid Package consists of the Work detailed by the following Specification Sections and as shown on the Drawings. The work is not restricted by division of Drawings or Specifications.

Perform and furnish all the work, labor, competent supervision, services, materials, equipment, hoisting, plant, tools, scaffolding, appliances, storage, and other facilities to complete the Contractor Package Trade work for the project in strict accordance with, and reasonably inferable from the Contract Documents, and as more particularly, but not exclusively, specified in section:

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
Division 05	Metals
05 12 00	Structural Steel Framing
05 12 13	Architecturally Exposed Structural Steel Framing
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 50 00	Metal Fabrications
05 51 13	Metal Pan Stairs
05 51 19	Metal Grating Stairs
05 52 13	Exterior Pipe and Tube Railings
05 52 23	Pipe and Tube Railings
07 21 60	Structural Thermal Break (As Applicable)
07 81 00	Applied Fire Protection (As Applicable)
07 92 00	Joint Sealants
10 73 10	Protective Covers (As Applicable)

- B. This Contract shall also include, but is not limited to, the items listed below for the complete performance of the Contract Package
1. Provide all structural steel systems including, but not limited to, beams, columns, joists, steel lintels (lintel schedule), angles, channels, pipe, bridging, plates, bearing plates, bars, and related for complete systems. Work includes all surface preparation and finishes in accordance with the Contract Documents.
 2. Provide all permanent and erection steel joist bridging for a complete system. Work includes relocation of bridging conflicting with MEP systems as well as bridging connections/anchors to adjacent structure (including masonry substrates) for a continuous load path.
 3. Provide all metal decking systems including, but not limited to, floor deck, roof deck, acoustical roof deck (including insulation furnished to 7A Roofing Contractor), stair landings, and miscellaneous platform decking for a complete system. Work includes all deck accessories and/or miscellaneous steel at roof transitions, roof edges, pour stops at all elevated deck slab edges. Provide pour stop and/or closure angles at all deck perimeters, stairs, and openings including locations not specifically detailed on Contract Documents.
 4. Provide all metal fabrication systems including, but not limited to, monumental stair, operable partition supports, low partition/knee-wall supports, exterior in-wall steel assemblies, stairs, shelf angles, metal ladders, metal cages, alternating tread devices, metal stair systems, metal safety railings, metal decorative railings, and

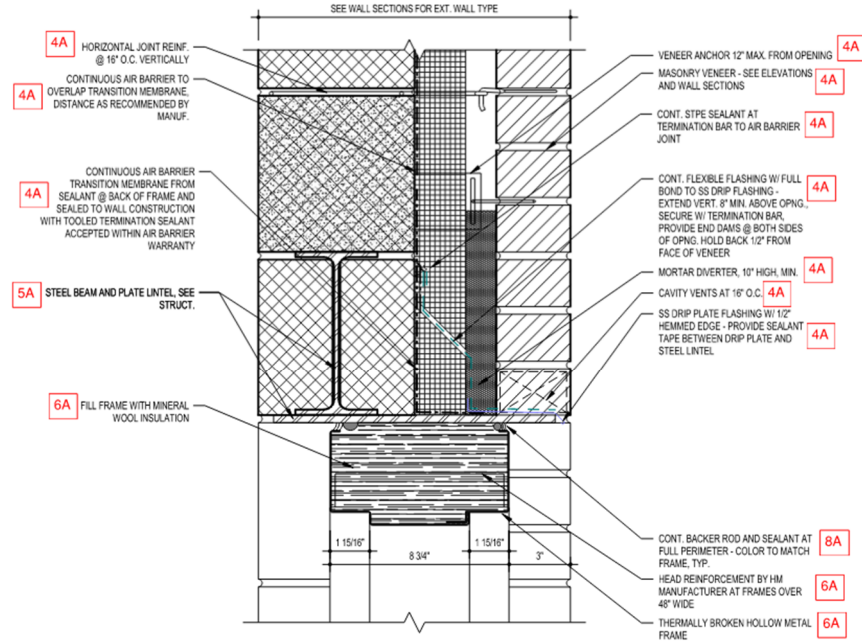
- related for complete systems. Interior mounted HVAC steel equipment stands/frames, Electrical Panel stands/Frames, MEP sleeves in masonry assemblies and pipe stands by others.
5. Independent Testing Agency services shall be provided by the Owner through the Construction Manager. Contractor shall give 72 hours' notice to the Construction Manager for the purpose of scheduling the Independent Testing Agency.
 6. Contractor shall deliver anchor bolts and leveling plates to the jobsite within sixty (60) days of issue of Notice to Proceed. At least seven (7) days prior to start of work in each area Contractor shall check the layout and installation of all anchor bolts, leveling, and bearing plates, and provide written confirmation to the Construction Manager that all items are installed in an acceptable manner at the proper locations and are ready for steel erection. Exceptions must be specifically noted in written submittal form to the Construction Manager.
 7. Provide all welding, connections, hangers, hardware, supports, shoring, bracing, fasteners, shapes, finishes, primers, penetrations, framed openings, structurally supported framed openings, shims, touch up, tolerances, temporary protection.
 8. Provide all delegated design including, but not limited to, stairs, handrails, ladders, guardrails, and structural steel connections. Work includes preparation of supporting calculations prepared, signed and sealed by a Professional Engineer licensed in the State of Maryland.
 9. Provide delegated design of Steel Joist per sheet S103F & S103H.
 10. Provide all clip, angle, and related support welding for embedded items in concrete and masonry furnished by this Contractor where any welding is required. All welded connections not individually identified are the responsibility of this contractor.
 11. Coordinate all support work and systems for other trades' equipment included in this Work with all other Contractors and the Construction Manager.
 12. Furnish and deliver all embedded items associated with this Work for installation by other Contractors including, but not limited to, anchor bolts, base plates, bearing plates, sleeves, angles, channels, lintels (steel to steel installation and connections by this Contractor), clips, supports, straps, ties, anchors, shims, accessories, and related for complete systems. Items that connect both to structural steel and bear on masonry shall be installed by this Contractor. The 15A and 16A Prime Contractors will provide loose steel angle lintels for their work, which are not shown or specifically scheduled on the construction documents. Where the Contract Documents allow an option to use either masonry lintels or steel angles over openings, the 4A Masonry Contractor shall provide necessary masonry lintels. All furnish only items shall be delivered to the installing Contractor at the jobsite.
 13. 05A contractor will furnish steel lintels to the 04A contractor for installation. 05A contractor will complete necessary welded or bolted connections after lintel is set by the 04A contractor.
 14. Provide embedded wood-plate anchors at masonry assemblies/parapets for installation by others. Post-installed fasteners to anchor equipment, plates, and architectural systems will be the responsibility of the installing contractor.
 15. Provide galvanized systems where designated and required in accordance with Contract Documents. Contractor shall provide galvanizing repair at all deck welds in accordance with the Contract Documents.
 16. Provide all necessary touch up and repairs to all systems included in this Work including, but not limited to, gouges, scratches, chipped paint, and related damages and/or defects following installation. All exposed steel must be of finishes

- quality, without defects or visible markings, numbering, labeling, and related. Markings on steel shall only be made with markers/materials that will not bleed through paint.
17. Within twenty-one (21) days of receipt of Notice to Proceed, the Contractor shall submit to the Construction Manager, a sequence plan layout which include proposed steel erection sequences, erection durations for each sequence, and proposed crane paths for approval.
 18. Erect steel with crane located outside the footprint of the building. Maximum crane height shall be in compliance with all regulations.
 19. The CM will provide crane pads at the locations indicated on the Site Logistics Plan. Crane pads provided by CM will be #2 Stone at a size of 20'x40'x1'. Any requirements in addition to the above described will be the responsibility of the 5A contractor at no additional cost to the Owner.
 20. Provide all access systems, rigging, hoisting, lifting, crane requirements, scaffolding, platforms, safety rails, temporary protection, and related for safe, compliant, installation of this Work. Crane location shall be coordinated with Construction Manager in advance, including all necessary documentation, submittals, and approved site-specific logistics and safety plan. All systems shall follow all Local, State, Federal, and related guidelines by all Authorities Having Jurisdiction.
 21. 5A Steel Contractor shall immediately install, maintain, and remove at the direction of the Construction Manager (when this is permitted by the safety code) all safety railings, toe guards, and related provisions as required by all Authorities Having Jurisdiction and/or agencies responsible for safety inspections. This includes, but is not limited to, floor edges, roof edges, openings in the floor and/or roof decking, stair stringers, stair landings, and related. Devices will remain as required until the 5A Steel Contractor Demobilizes from the site. Upon demobilization the 6A General Trade Contractor shall maintain devices and remove as needed for work to commence, coordinated with all other contractors, while providing any further necessary safety devices to allow for work to commence by all contractors on site.
 22. Provide BIM/Coordinated drawings for all structural steel systems, stair assemblies, floor penetration sub-framing, roof penetration sub-framing, in- wall misc./structural steel systems and exterior wall bracing. Work includes BIM coordination with relevant trades and participation in regular BIM Coordination meetings led by the 15A contractor. Coordination drawings do not excuse the contractor from responsibilities of coordinating work in the field.
 23. Contractor shall coordinate with all Contractors to provide correct sizing and layout of all steel framing, supports, openings, and bracing required, prior to fabrication. Prior to commencement of construction of masonry bearing walls, the 5A Steel Contractor shall provide dedicated field use layout drawings that show dimensioned layout and elevation as well as installation details and dimensions, of all bearing plates.
 24. Provide all metal fabrications (miscellaneous metals), including but not limited to, ornamental railings, handrails, ladders, rails, tracks, gates, bracing, bent plates, site railings, and other miscellaneous metal items required by the Contract Documents. The scope of this Work includes steel and misc. metals shown on all contract documents that are not shown on structural drawings.
 25. Provide elevator pit ladder and support framing with grating at elevator sump. Work includes elevator sill support angles, hoist beam, and hoist beam bearing plates. Work is to be coordinated with 6A General Trades contractor for dimensions and installation locations. In accordance with recent DLLR requirements, 5A Contractor shall furnish W8x21 Safety Beam and associated bearing plates, similar to Hoist Beam. 4A Contractor shall install Safety Beam. Location to be

- coordinated with 6A Contractor.
26. Provide all structural and miscellaneous steel framing and sub-framing for roof top equipment, roof curbs, pipe penetration curbs as well as duct penetrations at floor and roof assemblies on Contract Documents including locations where sub-framing is not specifically depicted on structural framing plans but implied by Typical Structural details. Contractor shall assume field erected sub-frames for roof penetrations for small roof-top equipment curbs and penetrations.
 27. Provide all support steel and loose lintels for exterior school signage.
 28. Provide steel top-of-wall bracing at all non-load bearing masonry walls in accordance with structural typical details. Firestopping by others.
 29. Provide joist reinforcement strut-angles at roof hung basketball boards, associated pulleys, and climbing rope.
 30. Provide operable partition supports, sub-framing, and bearing plates. Work includes hole in structural elements for partition support and threaded rods by others.
 31. Trade Contractor shall coordinate and provide Plans per Concrete Note 9 on Sheet S001. Reference typical details for additional reinforcing around ganged penetrations.
 32. Provide all structural steel and decking associated with exterior Bus Loop Canopies, Building Canopies and Courtyard Shade Structures. Standing Seam Metal Roofing at Shade Structures to be by 7A contractor.
 33. Due to the early release of the Structural Steel Package (5A), complete coordination information for rooftop equipment support framing may not be available in time to permit installation of all rooftop equipment support frames using the preferred "drop-in" method prior to metal deck installation. For bidding purposes, bidders shall assume that rooftop equipment support framing requiring post-deck installation may be necessary due to incomplete coordination at the time of steel detailing, fabrication, and erection. Bidders shall include a separate Schedule of Values (SOV) line item for the additional labor, material, equipment, and supervision costs associated with field-installing rooftop equipment support framing from below the deck (stick framing) after deck installation, if required. This line item shall be identified separately from the base steel scope. The Contractor shall maintain adequate cost records and provide supporting documentation with each application for payment for work performed under this line item. Any unused portion of this amount shall be credited back to the Owner at project closeout.
 34. Due to the early release of the Structural Steel Package and limited site logistics capacity, bidders shall base their proposals on phased, just-in-time delivery of structural steel. The Project site shall not be considered a long-term storage location. Contractors shall not deliver structural steel materials to the Project site more than fourteen (14) calendar days in advance of scheduled erection without prior written authorization from the Construction Manager. Materials required prior to erection shall be stored off-site by the Contractor at no additional cost to the Owner. Any costs associated with off-site storage, staging, handling, rehandling, transportation, schedule coordination, or accelerated fabrication required to meet this requirement shall be included in the Contractor's bid.

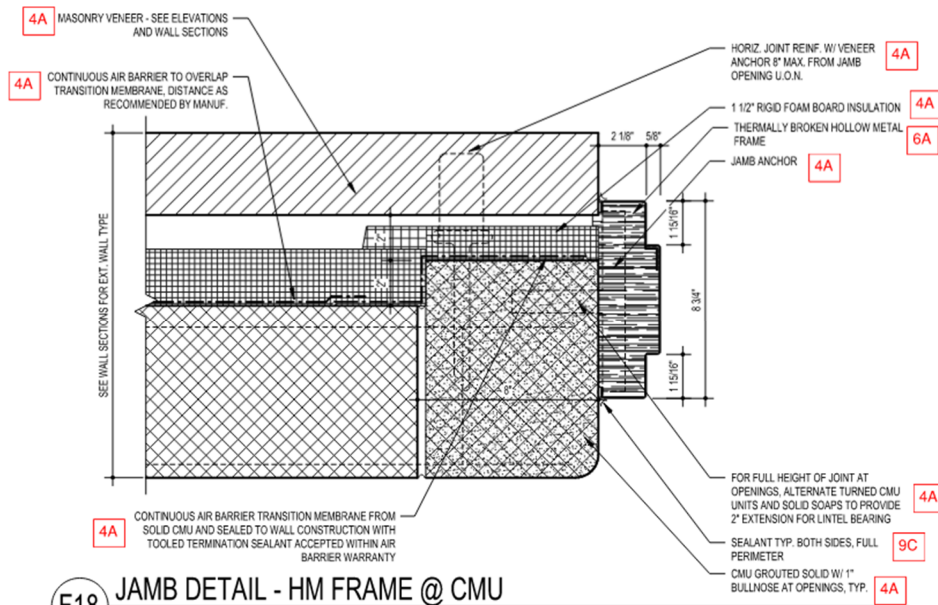
3.13 **CONTRACT PACKAGES – SCOPE SKETCHES** (Sketches not to scale)

A. Sketch – CMSK001



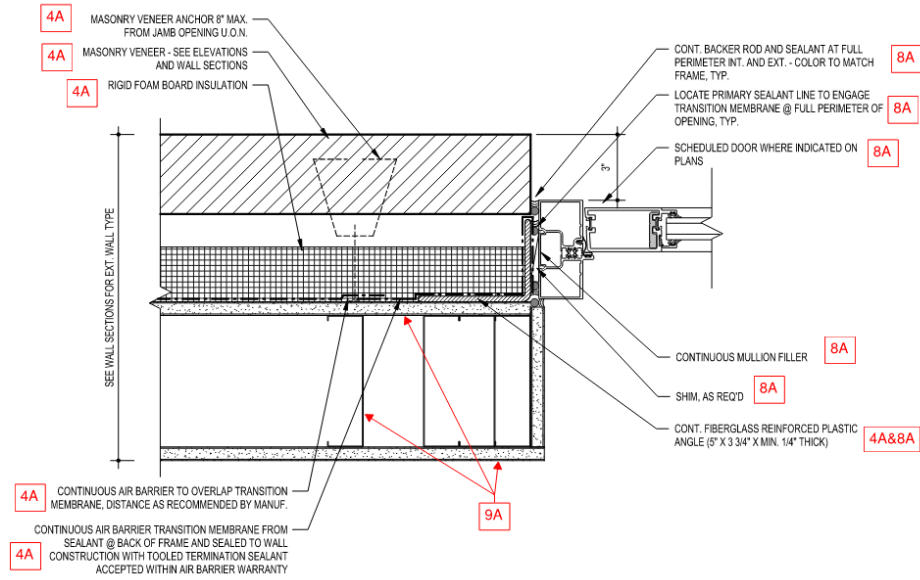
J18 HEAD DETAIL - HM FRAME @ CMU
3" = 1'-0"

B. Sketch – CMSK002



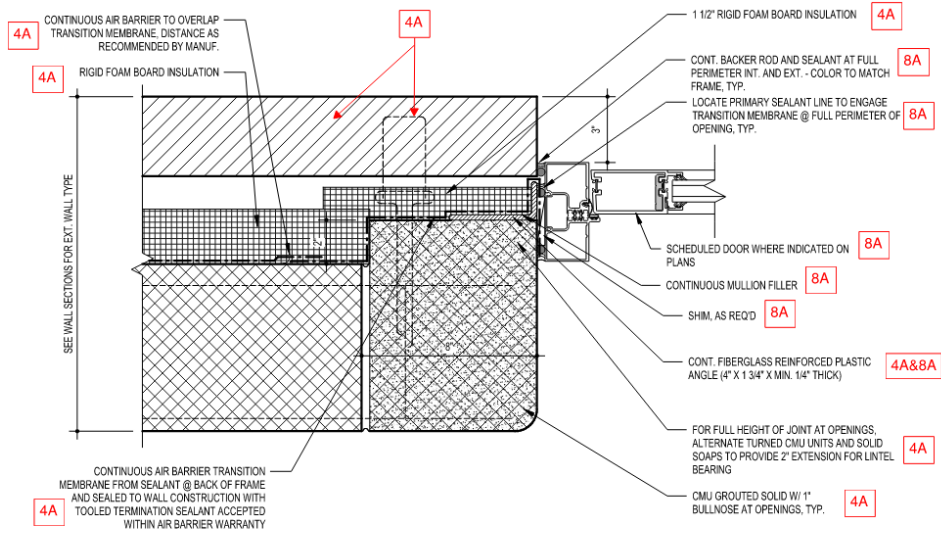
F18 JAMB DETAIL - HM FRAME @ CMU
3" = 1'-0"

C. Sketch – CMSK003



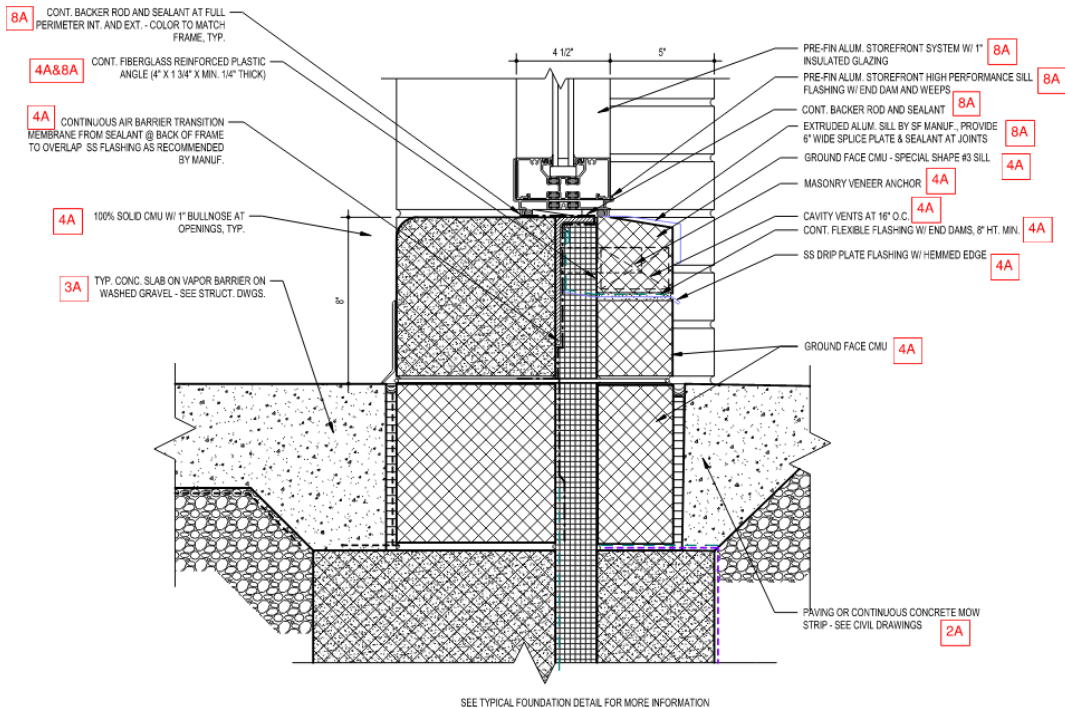
F13 JAMB DETAIL - STOREFRONT @ MTL STUDS
3" = 1'-0"

D. Sketch – CMSK004



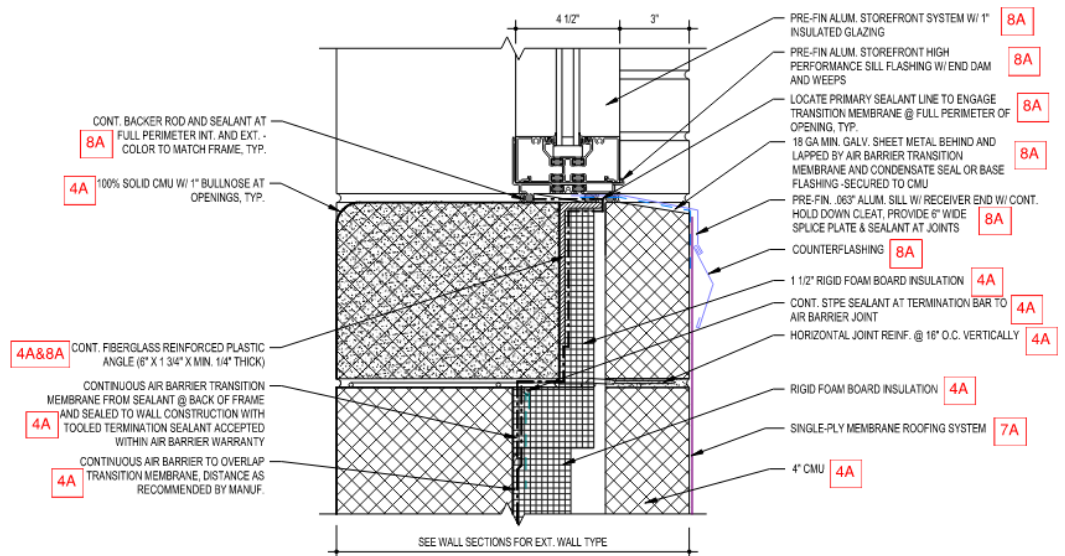
F13 JAMB DETAIL - SF DOOR @ CMU
3" = 1'-0"

E. Sketch – CMSK005



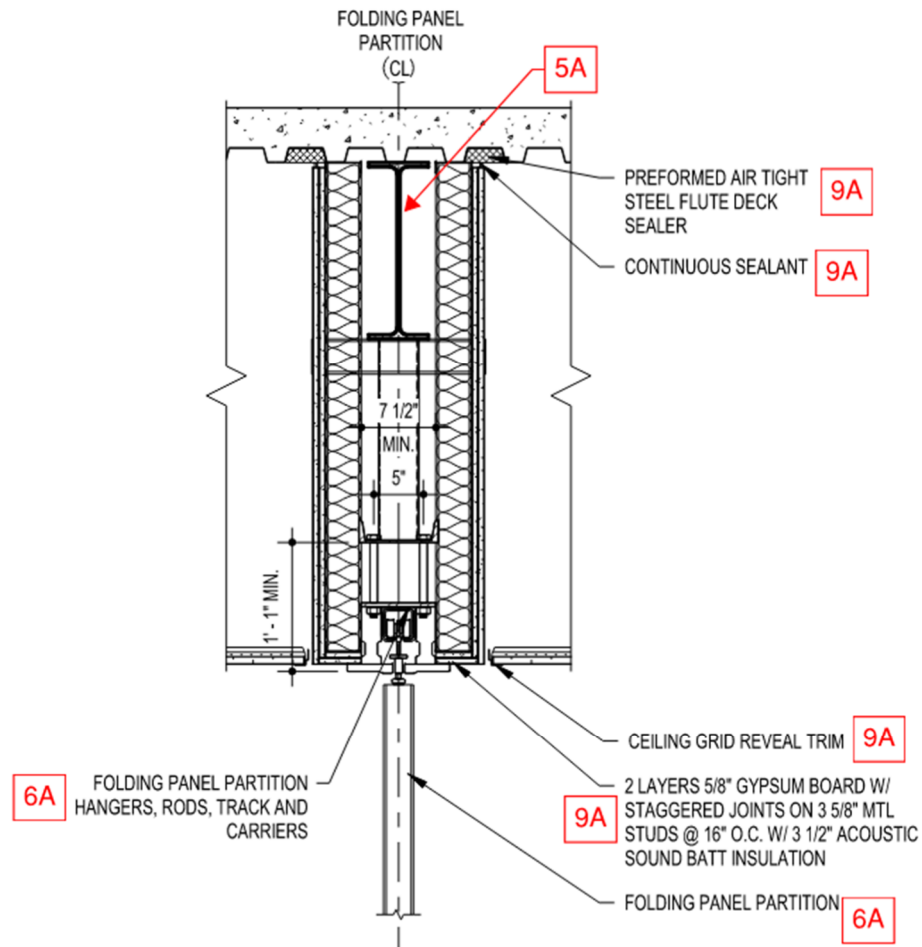
A18 TYP. FOUNDATION DETAIL - SF SILL
3\" = 1'-0\"

F. Sketch – CMSK006



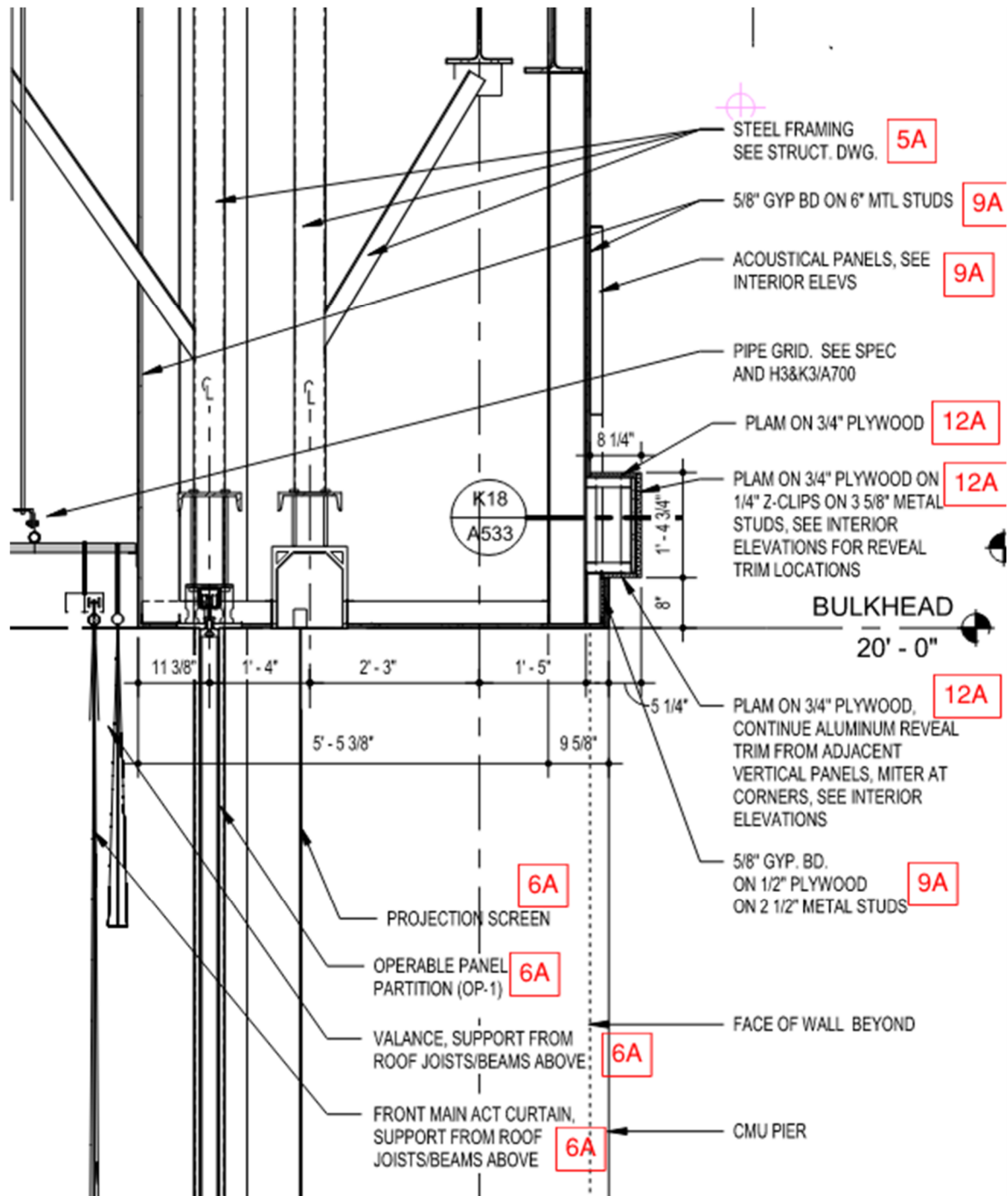
A12 SILL DETAIL - STOREFRONT @ CMU ROOF
3\" = 1'-0\"

G. Sketch – CMSK007

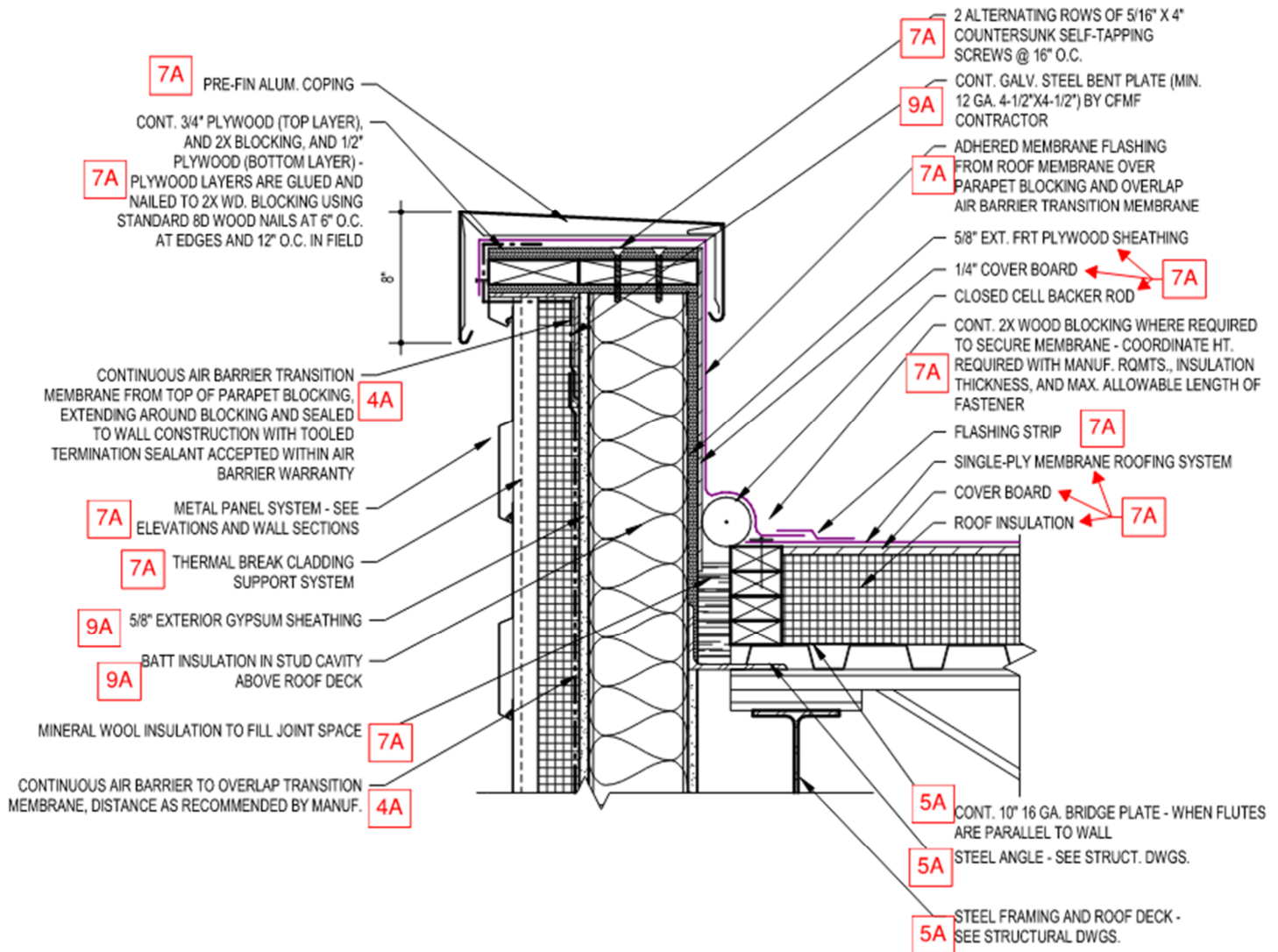


E6 DETAIL - FOLDING PARTITION
3/4" = 1'-0"

H. Sketch – CMSK008



I. Sketch – CMSK009

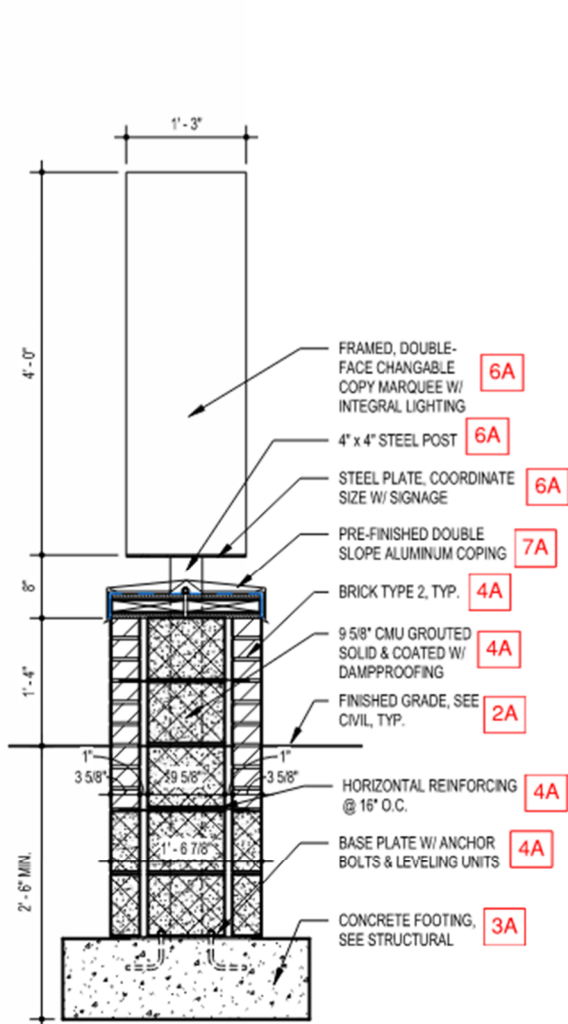


D9

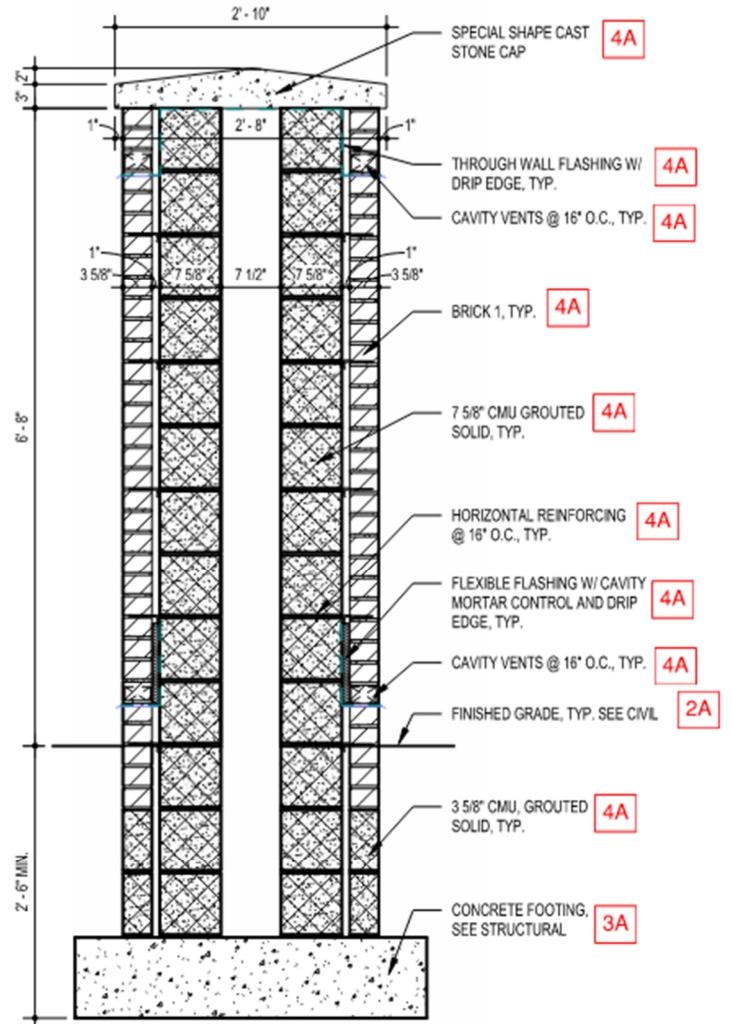
TYP. MTL. PANEL PARAPET @ STUD BACK-UP W/ ROOF EJ

1 1/2" = 1'-0"

J. Sketch – CMSK010

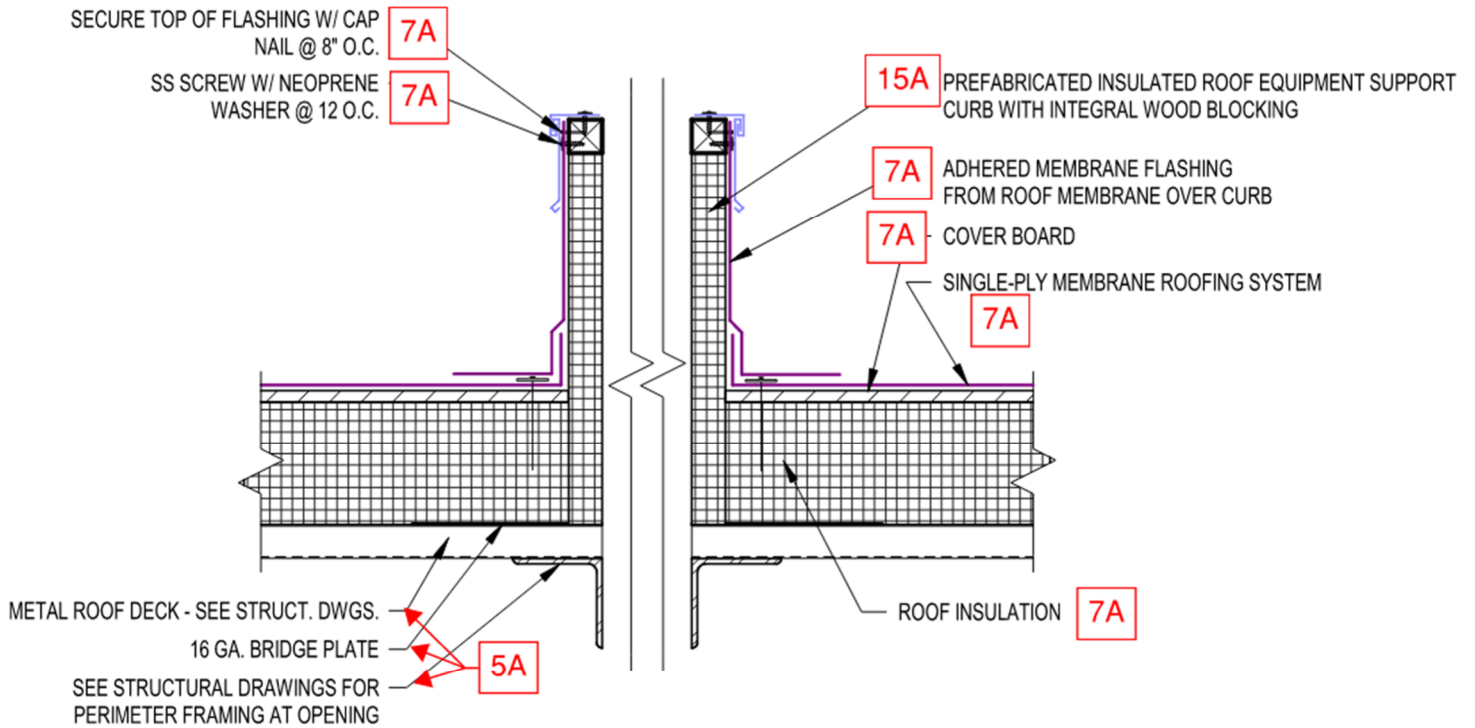


H16 SITE SIGN - SECTION
3/4" = 1'-0"



H13 SITE SIGN - SECTION
3/4" = 1'-0"

K. Sketch – CMSK011

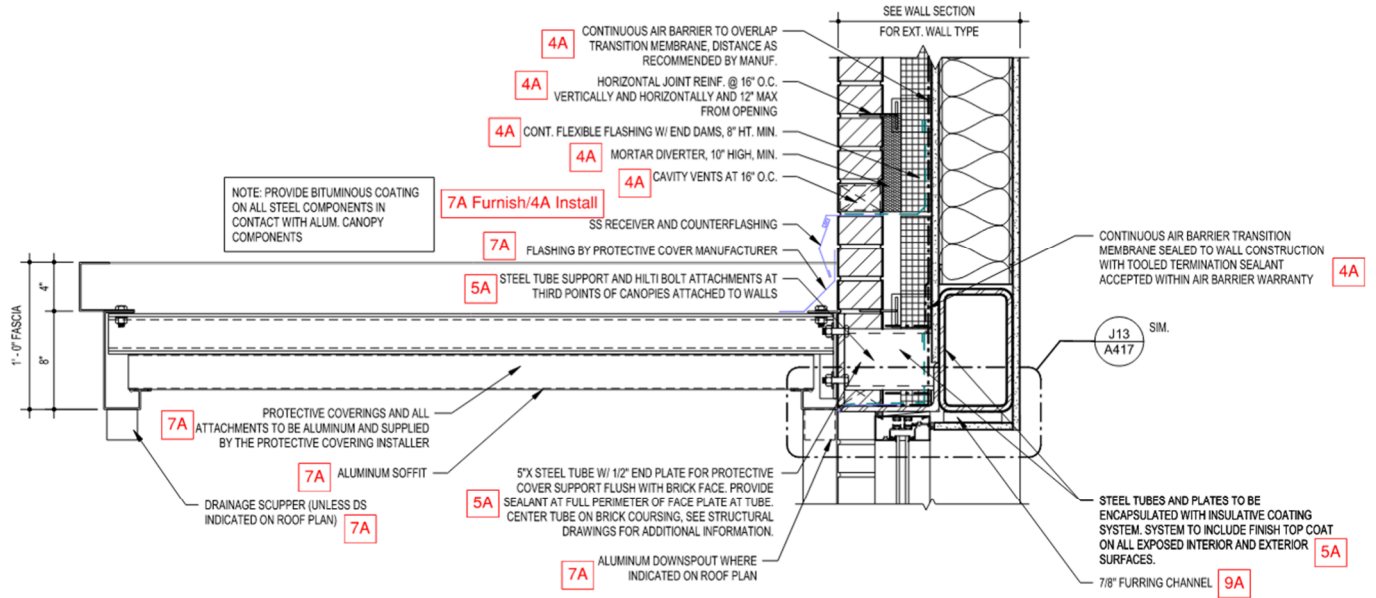


E10

TYPICAL CURB DETAIL

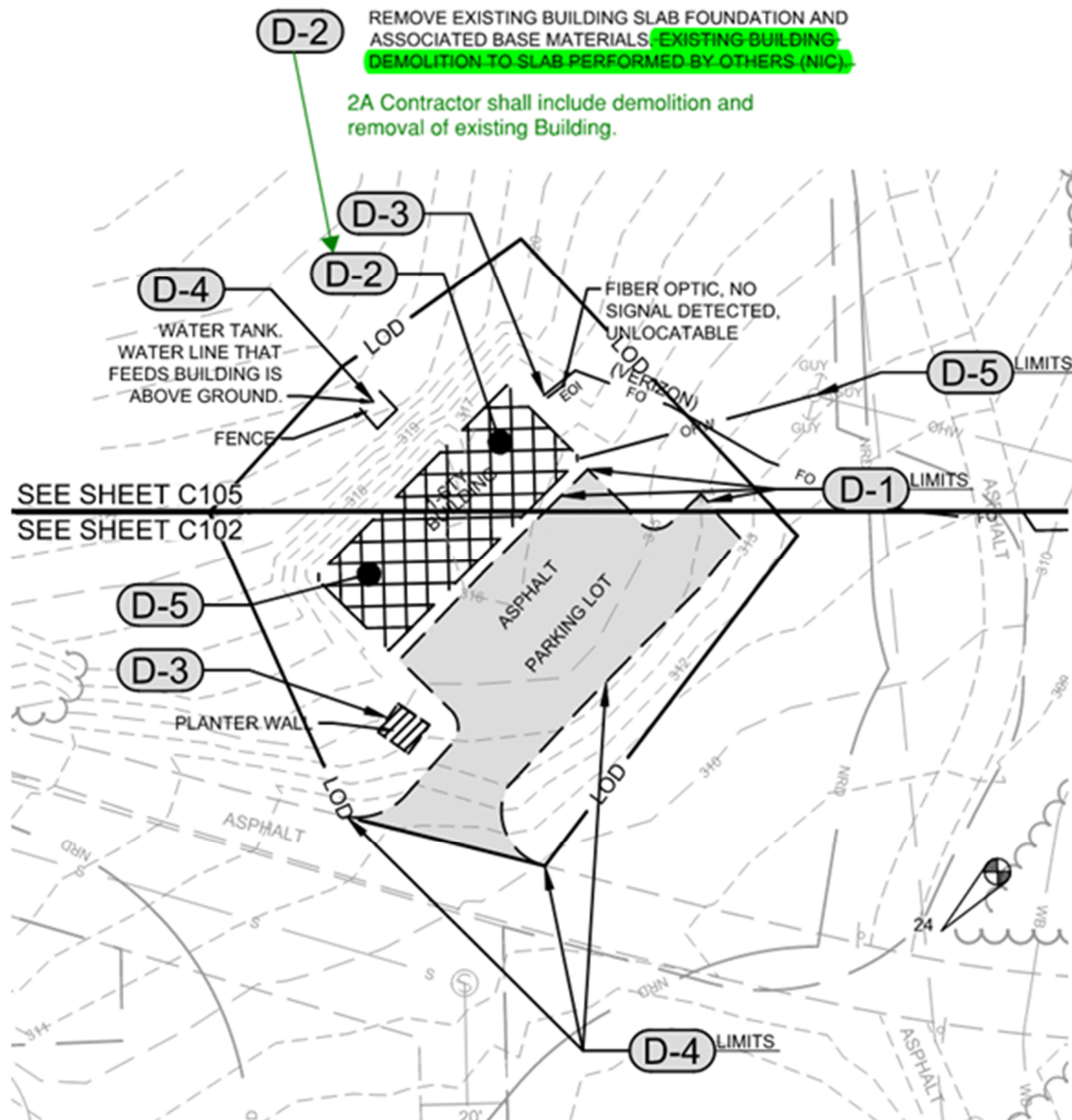
1 1/2" = 1'-0"

L. Sketch – CMSK012

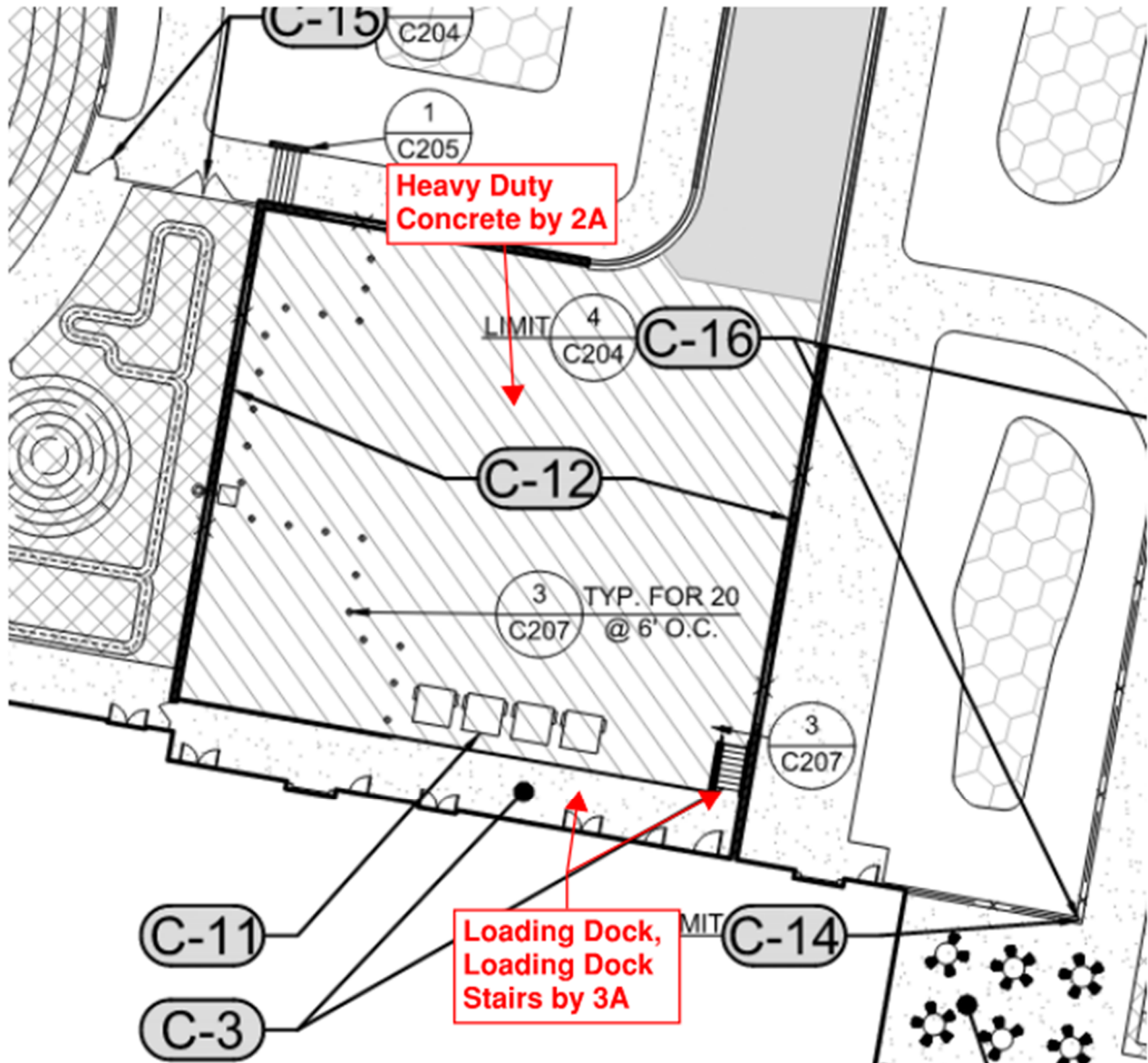


F18 PROTECTIVE COVER DETAIL @ CANTILEVER
1 1/2" = 1'-0"

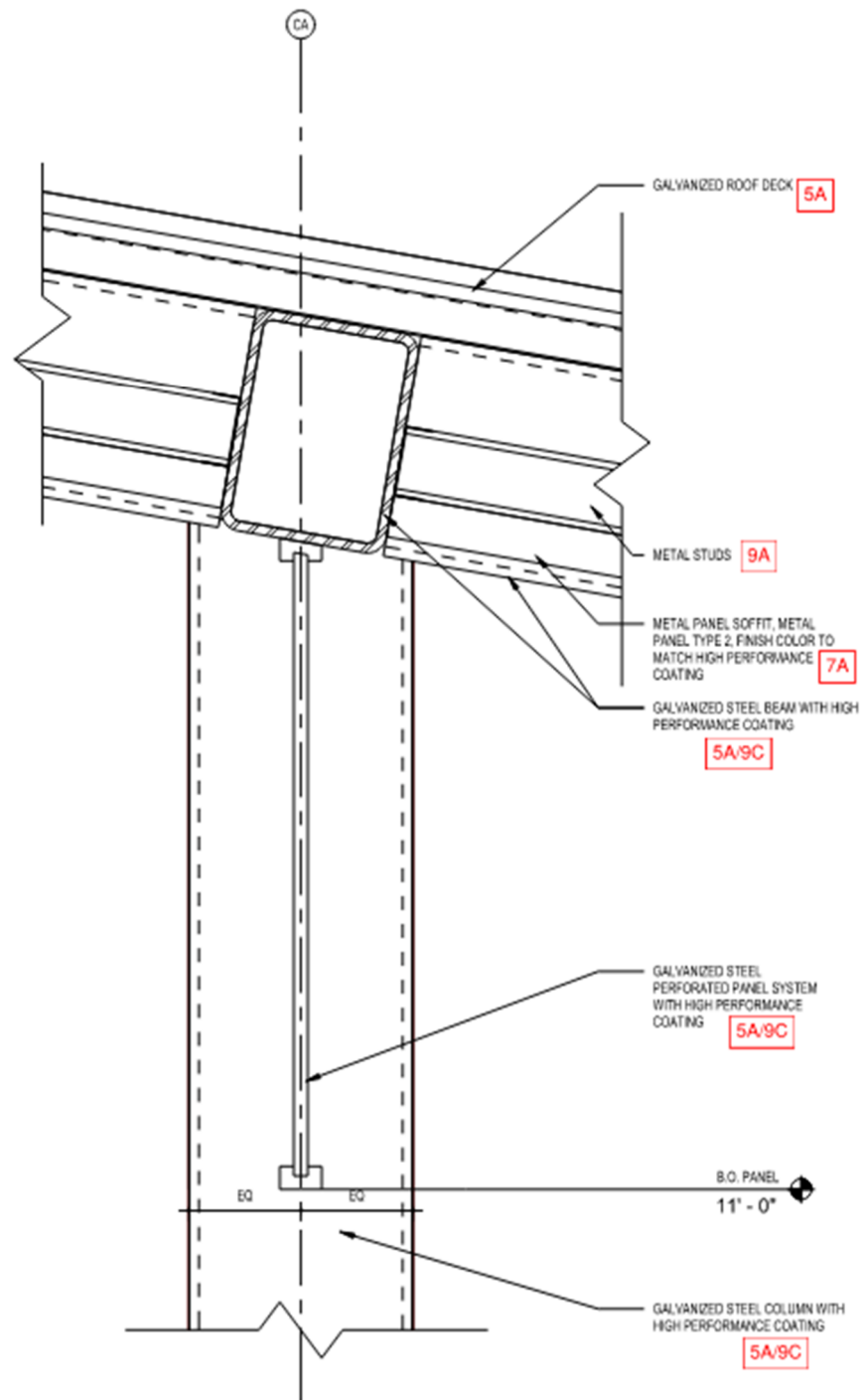
M. Sketch – CMSK013



N. Sketch – CMSK014

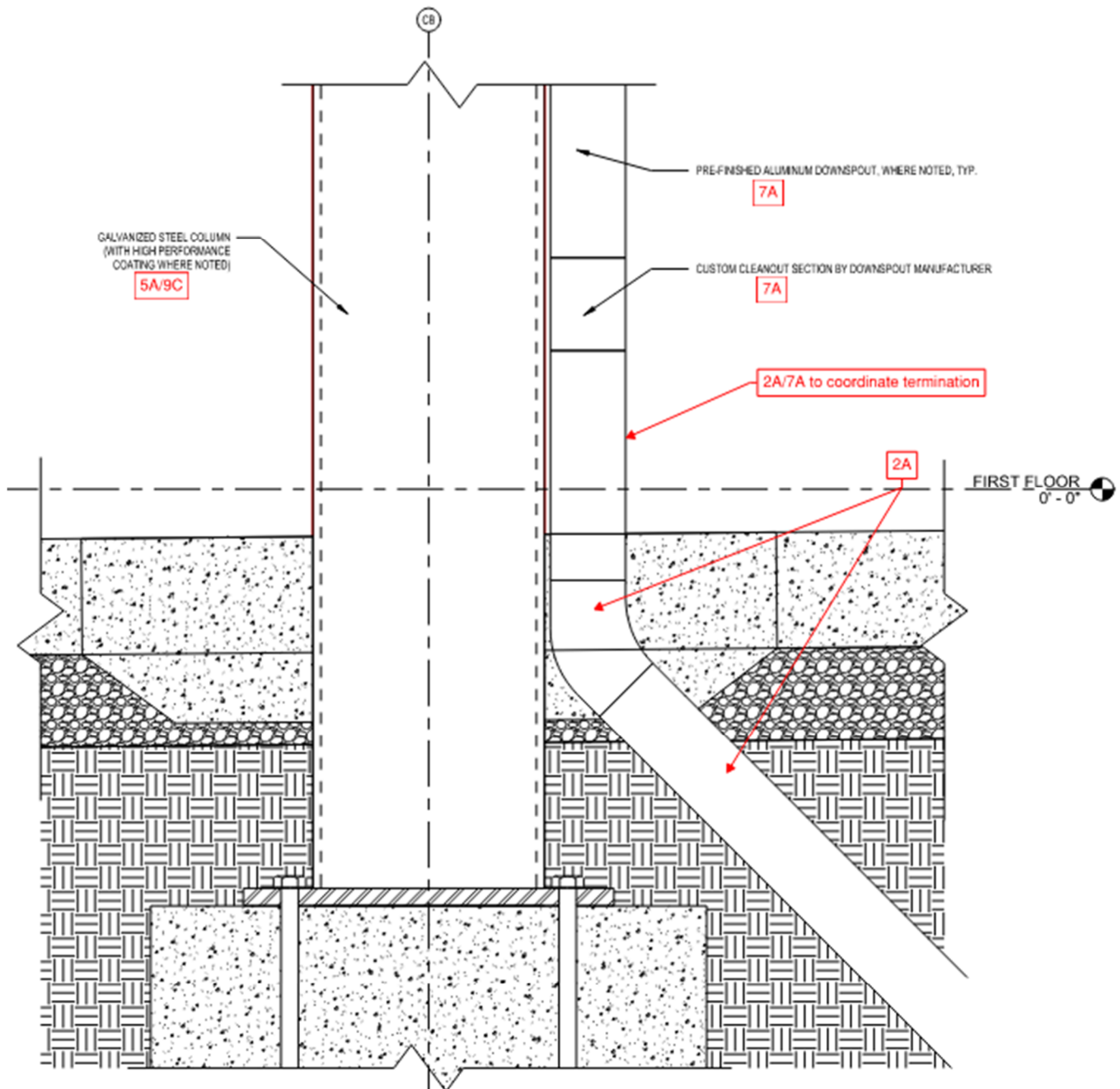


O. Sketch – CMSK015



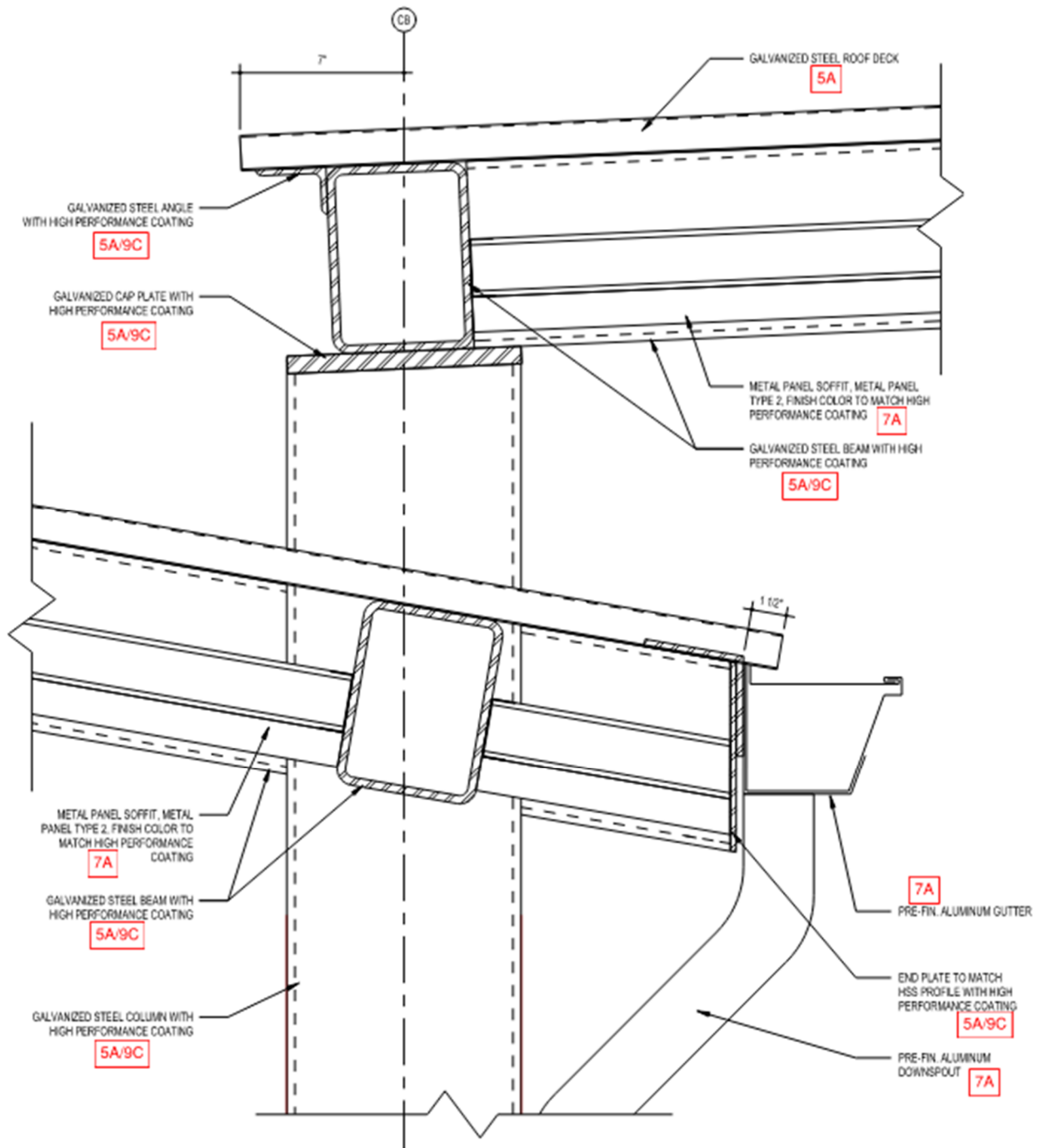
A4 DETAIL - PERFORATED PANEL
3" = 1'-0"

P. Sketch – CMSK016



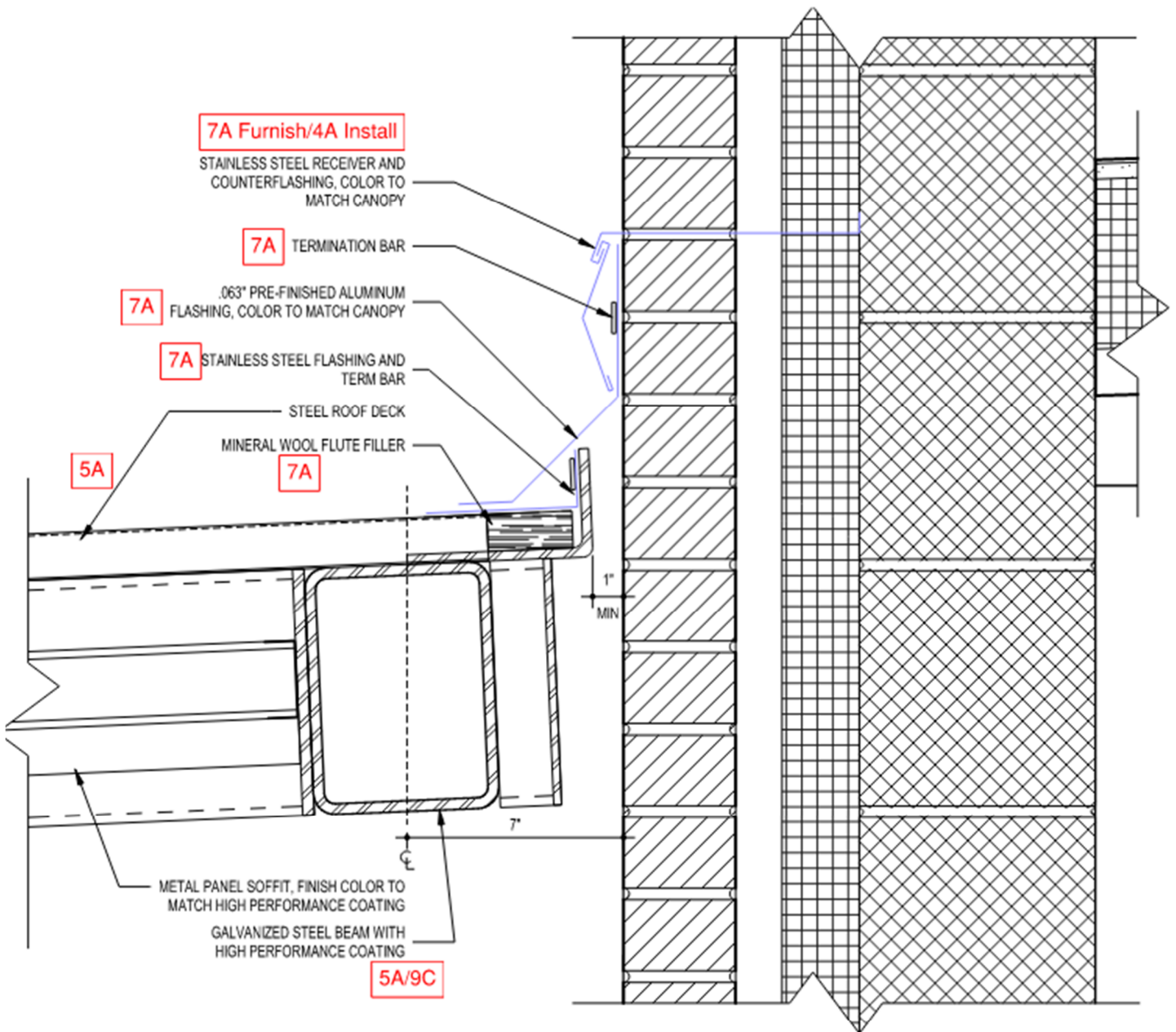
A10 DETAIL - CANOPY COLUMN BASE
3" = 1'-0"

Q. Sketch – CMSK017



G10 DETAIL - CANOPY OVERLAP
3" = 1'-0"

R. Sketch – CMSK018



H5

DETAIL - CANOPY AT ENTRANCE

3" = 1'-0"