

REQUEST FOR BIDS

NDHS Parking Lot/Roadway Renovations Part 2

DORCHESTER COUNTY PUBLIC SCHOOL (DCPS) SYSTEM FACILITIES
DEPARTMENT

PRE-BID MEETING: 5/3/2013 10:00 AM

LOCATION: NORTH DORCHESTER HIGH SCHOOL

5875 CLOVERDALE ROAD

HURLOCK, MD 21643

PRE-QUALIFICATION STATEMENTS DUE: 5/13/2013

BID DUE DATE: 5/13/13 11:00 AM AT SCHOOL DISTRICT FACILITIES OFFICE

700 GLASGOW STREET

CAMBRIDGE, MD 21613

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Fax 410-228-1847

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REQUEST FOR BIDS

Sealed bids are being sought from pre-qualified vendors until 11:00 am on May 13, 2013 by the Dorchester County Public Schools (DCPS) Facilities Department for Parking Lot Renovations (Project #09.013.13QZ-703) at North Dorchester High School as described in these documents and the existing conditions at the facility. The procurement, award, construction, acceptance and payment of this work will be managed by the Facilities Staff of DCPS.

Bidders must:

- Be licensed by the State of Maryland and provide proof of same.
- Have a minimum of 10 years experience in business
- Be able to provide at least 3 references and proof of similar, successful institutional/commercial projects on the Eastern Shore of Maryland in the last 9 months.
- Proven ability to obtain MBE participation.

A pre-bid meeting will be held on May 3, 2013 at 10:00 am at North Dorchester High School, 5875 Cloverdale Road, Hurlock, MD, 21643. All submitters are encouraged to attend. Attendance is not mandatory but will be a component of the evaluation process.

Pre-qualification statements are required and must be submitted on or before the proposal date to Mr. Chris Hauge, School Facilities Engineer, Board of Education for Dorchester County, 700 Glasgow Street, Cambridge, MD 21613.

Certified Minority and Women Owned Business Enterprises are encouraged to participate in this procurement.

The awarding agency reserves the right to waive any informality in, or to reject, any or all proposals.

The Dorchester County Board of Education does not discriminate in admissions, access, treatment or employment in their programs and activities on the basis of race, sex, age, color, national origin, religion, disability, sexual orientation or other basis prohibited by law. Appropriate accommodations for individuals with disabilities will be provided upon request.

BY ORDER OF THE DORCHESTER COUNTY BOARD OF EDUCATION

Dr. Henry V. Wagner, Jr., Superintendent of Schools

Scope of Work

The purpose of this process is to procure work consisting of surfacing, milling, overlaying and drainage of the existing parking lot and roadway at North Dorchester High School. The successful contractor will be responsible for renovations to the awarded areas resulting in paved surfaces with proper drainage and acceptable to the Board of Education of Dorchester County for use as parking areas and roadways.

The renovations will take place in such a way that any disturbed areas are returned to their original, better or condition acceptable to the school district facilities staff. All aspects of this work are to be included in the proposal including, but not limited to; milling, grading, drainage and surfacing. It is the goal of this RFB process to procure all services to meet this need with a complete and functioning system tailored to the specific need and intended function.

The contractor shall provide all material, labor, equipment and supervision required to accomplish the following:

- **Area 1** - Prepare, pave and mark the Back Parking Lot and area adjacent to the Cafeteria. Provide professional engineering services to ensure positive drainage to nearby swales. Repair 23 linear feet of curb and gutter. Remove parking bumpers/pins and store onsite. Remove any loose debris/grass from the parking lot. Tack and overlay parking lot with a 2" 9.5mm hot mix asphalt surface. Restripe parking lot including numbered stalls. 2400 square yards.
- **Area 2** – Prepare, excavate and install a dumpster pad 15' x 40' directly adjacent to the cafeteria. Excavate and compact sub base, install necessary fill dirt and 6" of crushed stone (CR-6) and compact. Excavate to a depth that will provide a finished height that is flush with the asphalt surface it adjoins. The concrete should be 6" thick of 5000lb mix with fiber and reinforced with wire. A brushed finished with 2 control joints should be installed. Excess topsoil should be stockpiled on site in a location designated by the owner.
- **Alternate 1** - Install an additional pavement section adjacent to the cafeteria. Provide professional engineering services to ensure positive drainage to nearby swales. Remove existing topsoil and subgrade as necessary to install necessary fill dirt and 6" RAP (recycled asphalt pavement) or a suitable substitute, 2.5" 19mm hot mix asphalt base, and 2" 9.5mm hot mix asphalt surface. 75 sq. yds.
- **Alternate 2** - Provide per sq. yard unit pricing for all subgrade repairs. 6" excavation depth, install 6" of RAP (recycled asphalt pavement) or suitable substitute.
- **Alternate 3** - Provide per sq. yard unit pricing for 2" 19mm hot mix asphalt base paving in additional areas.
- **Alternate 4** - Provide per sq. yard unit pricing for 2" 9.5mm hot mix asphalt surface paving in additional areas.

Additionally the contractor shall:

- Verify all measurements and quantities
- Demo and remove or mill or otherwise prep existing asphalt to prepare areas for new asphalt
- Grade, roll and compact the soil sub-base in the areas where the existing asphalt is removed
- Repair curb as needed.
- Remove parking curbs and store on site
- All paved areas shall be graded and finished to allow a minimum 2% slope towards existing drainage to prevent standing water.
- Clean up and haul off all debris and soil/rock materials unless other arrangements are made with the owner.
- Provide a neat, smooth and seamless transition from the newly paved parking areas and roads to any adjacent concrete, paved asphalt, curbing and roadway or any drain inlets/guttering, manholes, valve boxes, etc. that may come in contact with the new pavement.
- The contractor is responsible for locating any utilities prior to digging.
- All areas of disturbed soil should be graded and seeded upon completion.

Schedule

This project shall be constructed, delivered, placed, punch list completed, accepted by the owner (DCPS) and ready for use by August 1, 2013 unless other arrangements are made with the owner prior to this date. Failure to meet this deadline, (in the sole opinion of the contract administrator) shall result in the contract amount being deducted \$500 per calendar day from the total contract amount.

Project Site

Tours and inspection of the site can be arranged in advance with the school district Facilities staff. No tours or inspections are to occur without advance permission.

BONDS--BID; PERFORMANCE; LABOR AND MATERIAL

A. Each bid must be accompanied by an approved bid bond from a surety company acceptable to the Owner, or a certified or cashier's check executed in favor of the Owner for not less than ten percent (10%) of the amount of the total bid.

B A one hundred (100%) percent performance bond (of the contract prices) covering faithful performance of the contract is to be delivered to the Owner within 10 days of the bid award.

C. Submit required in the amount of one hundred (100%) per cent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection herewith at least 10 days prior to construction beginning.

Specific Requirements

All submitting and successful vendors must:

Provide detailed specifications for their proposed solution(s) with their proposal.

Each area outlined for consideration should be priced separately.

Any contractor or subcontractor who has been debarred from doing business with Dorchester County, the State of Maryland or the Federal Government will be rejected.

Change orders-all additional costs beyond the contract sum are the responsibility of the successful vendor.

Retainage-10% of the contract amount, of completed work will be held until successful completion/acceptance of this project.

Compliance with Copeland "Anti-Kickback" Act

Compliance with DCPS Non OSHA Safety Requirements

Warranty-All work will be warranted for a period of one year after completion for all labor and material costs. Where other manufacturer warranties are in place the greater time period will apply.

There are to be no product substitutions without written permission from the Board of Education.

No asbestos containing materials are to be used on this job. A certificate stating same is to be provided with each pay application.

Pay applications in standard AIA format shall be submitted to the Contract Administrator for approval monthly. Upon approval, the pay application will be forwarded to DEMA for payment.

Any use of the owner's dumpsters, toilets or other facilities while onsite is strictly prohibited unless specifically arranged for in advance with DCPS.

Manufacturer's Data Sheets-Manufacturers Material Safety Data Sheets must be at each job site. All Safety Data Sheets must be on file with at the School and at the Board of Education Administrative Offices before final payment is made.

Maintenance Manuals-A copy of the maintenance manual will be on file at the school and in the Board of Education Administrative Offices prior to final payment.

Worker Conduct-The successful contractor will be required to provide certified

supervision full time for this contract. Additionally, the contractor shall provide manufacturer certifications stating that the specific installation crew is trained for installing approved products.

There will be no smoking in any Board owned facility or on school property/grounds.

Contractor facility access is strictly limited to locations of contract work. Failure to abide by this; in the sole opinion of the contract administrator, will be deemed as breach of contract. This may lead to termination of the contract, replacement of contractor personnel, additional contractor expense and/or withholding of retainage/application of liquidated damages and removal of bidding privileges.

Daily/Final Cleanup-All debris resulting from this work shall be removed from the site at contractor's expense. The project sites are to be broom swept daily. Waste and debris is to be removed in a timely manner.

MBE Participation

The goal for MBE participation is set at 5% for this project. Additional participation is encouraged but not required.

Selection Process

The successful vendor will be the contractor who solely in the opinion of the selection committee gives the best value to Dorchester County Public Schools. The lowest bid price does not have to be selected.

The process will begin with the pre-bid meeting as stated in the notice. The pre-proposal meeting is meant to provide potential bidders an opportunity to:

- A. Inspect the premises
- B. Observe the conditions the successful bidder may expect in the performance of the contract
- C. Ask and receive answers to questions regarding the contract specifications, general conditions and prints
- D. All questions which arise after the pre-bid conference must be addressed in writing to the Contract Administrator. When necessary, an addendum shall be issued.

Upon completion of the pre-bid meeting, vendors will develop their bids based on the documentation, site visit, subsequent visits/questions, etc. Vendors will submit their bids on the date in the notice at the location specified. The selection committee will evaluate the submissions and the most complete proposal that represents the best value to the selection committee will be recommended to the Chairperson for award. It is anticipated that a recommendation for award will be forwarded to the Board of Education for action at the regularly scheduled meeting on June 20, 2013.

**THE BOARD OF EDUCATION OF DORCHESTER COUNTY
CONTRACTORS PREQUALIFICATION STATEMENT
IMPORTANT (SUBMIT WITH PROPOSAL)**

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking Construction Work under the jurisdiction of the Board of Education.

If a Contractor has not filled in such a questionnaire and turned it over to the local educational agency having jurisdiction setting forth its qualifications to the satisfaction of the Superintendent of Schools, he (the contractor) shall be ineligible to receive construction documents for bidding of for contract award for such work as may be handled through the Board of Education. Certification shall be valid for one calendar year only, and renewal must be applied for before January first of each succeeding calendar year.

General

Legal Title and Address of Organization

Maryland Representative's Name, Title and Address

_____ Corporation _____ Co-
Partnership _____ Individual
(Check One)

If a Corporation – State

Capital Paid in Cash \$ _____ Date of
Incorporation _____ State in which Incorporated _____

Name & Title of Principal Officers Date of Assuming
Position

If a Co-Partnership – State:

Date of Organization _____ Nature of Partnership
(General, Limited, Association, etc.) _____

Name and Address of Partners

Age

If individual – State:
Full name and address of Owner

List Major Items of Equipment Fully Owned by Organization (give approximate age and value, if not fully owned so state).

Is any member of your organization is employed by the County or in any way officially connected with the local government?

____ If yes,
explain _____

Have you or your firm ever failed to complete a construction project? ____ If yes, explain (use additional sheets as required).

Have you or your organization ever been a party to criminal litigation as a result of construction methods, etc? ____ If yes, explain (use additional sheets as required)

I Financial Information

- a) Give the value of all construction equipment fully owned by your organization _____.
- b) Give the value of total assets of organization (including

- g) 1. What is the money value of the largest project accomplished by your organization? _____
2. Maximum value in last three (3) years? _____
3. Maximum value you prefer to undertake? _____
4. Price range of work your organization deemed best adapted to undertake? _____
-

SUBMIT WITH BID/PROPOSAL

The names of all persons interested in the aforementioned bid/proposal as principals are:

Important Notice: If the bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president, secretary and treasurer. If a partnership, give name of firm and names of all individual co-partners composing the firm. If bidder or other interested person is an individual, give first and last names in full.

Licensed in accordance with an act for the registration of contractors and with license number _____.

Signature of Bidder(s)

If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business: _____

Address: _____

Telephone: _____ Date of Proposal: _____

SUBMIT WITH BID/PROPOSAL

**STATE OF MARYLAND PROCUREMENT REGULATIONS TAC APPENDIX F
PROCUREMENT GUIDELINES; PROCUREMENT ARTICLE 21-SECTION
3-405--VENDOR/CONTRACTOR DISQUALIFICATION-BRIBERY STATEMENT.**

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 APPLY FOR A CONTRACT
SHALL SUBMIT AN AFFIDAVIT STATING WHETHER IT, ITS
OFFICERS, DIRECTORS, OR PARTNERS, OR ITS EMPLOYEES
HAS BEEN CONVICTED OF BRIBERY, ATTEMPTED BRIBERY,
OR CONSPIRACY TO BRIBE UNDER THE LAWS OF ANY STATE
OR FEDERAL GOVERNMENT.

_____ affirms that it is in full
(Company Name)
compliance with the aforementioned Maryland State Procurement Article 21,
Section 3-405 and Section 5-11 of the Public School Law of Maryland.

SUBMIT WITH BID/PROPOSAL STATEMENT OF NON-COLLUSION

The undersigned affirms that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporations submitting a bid for the same items and/or services and is, in all respects, fair and without collusion or fraud; and that no member of the Board of Education of Dorchester County, the Administrative and Supervisory personnel, or other employees of the Board will benefit personally from the award of this bid under any existing laws.

To be completed by the Authorized Company Representative and a Notary Public:

DATED AT _____ THIS ____ DAY OF _____ 20__

NAME OF COMPANY _____

BY _____

TITLE _____

_____ BEING DULY SWORN DEPOSES AND
SAYS

IS THE _____ OF _____
(TITLE) (NAME OF COMPANY)

THAT ANSWERS TO THE QUESTIONS AND ALL STATEMENTS THEREIN
CONTAINED ARE TRUE AND CORRECT.

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20__

NOTARY PUBLIC _____ MY COMMISSION EXPIRES

SUBMIT WITH BID/PROPOSAL

INSPECTION AND ASSURANCE STATEMENT

_____, represented by
(Name of Company)

(Representative)

has reviewed the documents; fully understands the terms; has become acquainted with any and all conditions; has become fully informed as to all existing conditions, dimensions, and limitations; has assured himself/herself of the availability of all labor, materials, and products; and has included a sum to cover all costs of all items necessary to perform the work as set forth in the documents.

To be Completed by the Authorized Company Representative and a Notary Public:

DATED AT _____ THIS ____ DAY OF _____ 20__

NAME OF COMPANY _____

BY _____

TITLE _____

SAYS _____ BEING DULY SWORN DEPOSES AND

IS THE _____ OF _____
(TITLE) (NAME OF COMPANY)

THAT ANSWERS TO THE QUESTIONS AND ALL STATEMENTS THEREIN
CONTAINED ARE TRUE AND CORRECT.

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20__

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

GENERAL CONDITIONS-ADDITIONAL REQUIREMENTS

ABBREVIATIONS AND SYMBOLS

Abbreviations and symbols used on or in the Bid and Contract Documents have the normal meanings in standard use by architects and engineers in the United States. If there are any questions regarding the meaning of any abbreviation or symbol, they are to be made in writing during the Bidding Phase.

AFFIDAVIT SHOWING NO PROSECUTION FOR BRIBERY/COLLUSION

The bidder will present a sworn and witnessed affidavit that no principals or employees have been prosecuted or convicted of bribery or attempted bribery. Additionally, the signed affidavit will require the bidder to truthfully attest to non-collusion.

AWARD OR REJECTION OF BIDS/PROPOSALS

- A. Award of the contract shall be evaluated on a variety of factors in addition to cost, such as technical competence, references, experience, financial ability and other factors deemed requisite to satisfactory performance of the specified services.
- B. If this bid/proposal is accepted and awarded, it shall become part of the contract. All portions of this proposal, including the "Notice to Bidders", "Terms & Conditions", and these basic conditions as well as amendments, modifications, or any other extraneous matter incorporated shall be applicable.
- C. The Board of Education of Dorchester County reserves the right to refuse any or all bids/proposals and to waive technical defects if it be to the advantage of the Board of Education of Dorchester County and to void contracts at anytime the contractor does not fulfill all specifications of the contract.
- D. The Board reserves the right to determine the contract sum from any and/or all of the bid forms included in this specification. The Board will remain free to accept or reject services for individual schools on a per school basis.
- E. Upon notification of award the contractor must sign and return all copies of any bonds, certificates, or licenses required.

BASIS OF BID/PROPOSAL

Bids/Proposals shall be a lump sum bid as set forth on the BID/PROPOSAL FORM(S) provided. The BID/PROPOSAL FORM(S) shall have all blanks appropriately filled in and shall indicate all costs pertaining to the complete construction of the Work required including completed attachments thereto as set forth.

BID/PROPOSAL ARRIVED AT INDEPENDENT FROM OTHERS

The Bidder/Proposer certifies that this bid/proposal has been arrived at independently without consultation, communication or agreement as to any matter relating to this bid

with any other bidder or with any competitor.

BID/PROPOSAL FORM

In order to receive consideration, all bids/proposals must be submitted in strict accordance with the following:

- A. Properly executed bids/proposals using the forms provided herein, making sure that all items are completed. Do not change the wording of the bid/proposal form and do not add words to the wording of the bid/proposal form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal where deemed appropriate by the selection committee. Alterations by erasure or interlineation must be explained or noted in the bid/proposal over the signature of the bidder/proposer.
- B. No telegraphic bid/proposal or telegraphic modification of the bid/proposal will be considered.
- C. BID/PROPOSAL FORM(S) are to be submitted with a total of 4 copies. Total bid/proposal amount(s) shall be written in full. Signatures shall be in longhand, in ink, by a principal duly authorized to execute contracts.
- D. Properly completed BID/PROPOSAL FORM(S) will be placed in a sealed opaque envelop marked:
 1. Bid/Proposal Document
 2. Name and number of project
 3. Mail

C/O The Board of Education of Dorchester County, MD.
700 Glasgow Street
Cambridge, Maryland, 21613-0619

Sealed bids/proposals will be received until such date and time set forth in the Notice to Bidders/Request for Proposals. Bids/Proposals received after the date stipulated will not be considered and will be returned unopened.

BIDDER'S/PROPOSERS RESPONSIBILITY WHEN BID/PROPOSAL IS AWARDED

Award will be made by the Dorchester County Board of Education. The contract vehicle will be in the form of a purchase order from the Dorchester County Board of Education to the approved party and shall authorize work to commence.

The Bidder will execute and deliver the documents to the owner in accordance with his bid/proposal as accepted, and will also furnish and deliver to the owner any required documents or bonds, such as performance bond, labor and material payment bond, and proof of insurance and workmen's compensation coverage, all within fifteen days after personal delivery or after deposit in the mail of purchase order.

BID BOND

Accompanying this bid is a 10% Bid Bond or certified check, payable without condition

to the owner, which it is agreed shall be retained as liquidated damages for the delay or extra expense caused the owner if the undersigned fails to execute the contract documents; or in case of a purchase order, a notice to proceed

BONDS-BID PERFORMANCE; LABOR AND MATERIAL

If the Contract Sum is \$50,000.00 or greater, or if directed by the Owner, the Contractor shall, within fourteen (14) calendar days after Notice to Proceed, furnish a Performance Bond and Labor and Material Payment Bond in the amount of not less than one hundred (100) percent of the total amount of the contract covering the faithful performance of the Contract and the payment of all obligations arising there-under. Unless otherwise approved by the Owner, said bonds shall be obtained from same surety that furnished bid security. The firm issuing said bonds shall be licensed to write bonds in the State of Maryland. The premiums for said bonds shall be paid by the Contractor. Obtaining of bonds by the Contractor shall be a condition precedent to the effectuation of the Contract between the Owner and the Contractor. If additional Work is authorized, the amounts of the bonds shall be increased to cover the value of the increased Contract sum. LETTERS OF CREDIT ARE NOT ACCEPTABLE.

Any Subcontractor listed in accordance of the Instructions to Bidders whose Contract exceeds \$100,000 in value shall provide the Contractor a Labor and Materials Payment Bond in the amount of fifty percent (50%) of the Work sublet to each Subcontractor. Bonds shall be submitted on documents provided in Bid package and the Owner named as insured. The Contractor shall submit copies of these bonds to the Owner and Architect prior to commencing Work and prior to ordering materials related to their responsive Subcontracts.

The Contractor shall require the attorney-in-fact who executes said bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney indicating the monetary limit of such power.

Contractor shall post, in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and the Contractor, all Subcontractors, and Sub subcontractors shall, in all solicitations or advertisements or employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or disabling condition.

CLARIFICATIONS

See INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING section.

CODE COMPLIANCE

- A. The bid/proposal is to be for work in compliance with all local, state, and applicable codes. Contract price is to be based on compliance with all codes. Any costs not included in the contract that are required to meet code shall be born entirely by the contractor.
- B. It shall be the Contractor's responsibility to insure that s/he is in compliance at all times with all Federal, State, Local codes and laws during the execution of this

contract. By signing, the Contractor certifies that s/he is familiar with the provisions of the Equal Employment Opportunity Act and subsequent amendments and the American Disabilities Act of 1990 and will meet these and all applicable statutory requirements. Also by signing, the Contractor certifies s/he is in compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R., Part 3).

CONFLICT OF INTEREST

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

CONFINED WORK SPACE REQUIREMENTS

- A. The bidder is to be aware of confined work space regulations and have a written program and procedures guide at the work place. S/He is to have trained personnel on-site at all times and will implement all parts of the program.
- B. If there is but one means of egress from the work place or there are restrictions placed in the path of any egress, the bidder will provide for the following:
 - 1. Posting of signs to indicate paths of egress.
 - 2. Daily instruction to workers on emergency procedures.
 - 3. Fire extinguisher both within the work space and immediately outside.
 - 4. Smoke detection device within the work space.

CONTRACT ADMINISTRATOR

The CONTRACT ADMINISTRATOR, Chris Hauge, School Facilities Engineer or his designee, shall assume the day to day administration of the contract upon award.

CONTRACT AND CONSIDERATION

When accepted and awarded, all documents, drawings and other specification issued as part of this bid/request for proposal shall become the contract document that governs the administration of the contract. All portions of the proposal, including the Terms and Conditions, any addenda, amendments, modifications, or any other extraneous matter acknowledged by both parties shall be applicable. For performance of all work, labor, services, and providing of materials as contained herein, the Board agrees to pay unto the Contractor the amount specified for the service.

CONTRACTOR QUALIFICATIONS

Each Bidder, by the date stipulated, is to submit (or have on file at the Board Office) a Contractor's Pre-qualification statement in the order to take part in the bid/proposal process.

CONTRACT TERM

The Contract Term shall remain in full force and effect unless terminated by the Board. The Board reserves the right to terminate this agreement without cause after thirty (30) days' written notice.

COVENANT AGAINST CONTINGENT FEES

The Contractor, by signing this Contract warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warrantee the Owner shall have the right to annul this Contract without liability or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DAMAGES

The Contractor shall be held responsible and be required to make good at his own expense any and all damage done or caused by him, his employees, and assigns in the execution of the contract.

DAMAGES IN EVENT SUCCESSFUL BIDDER/PROPOSER DOES NOT PERFORM

- A. Should the Bidder to whom the award is made fail to or be unable to execute the contract for any reason within 30 days after notification of award, an amount equal to the difference between the acceptable bid price, and that of the next higher Bidder shall be paid to the Building Owner as liquidated damages.
- B. Noncompliance with any provision in the bid/contract process constitutes a material breach of the contract which fully excuses the owner from further performance, allows withholding of all monies not already paid, and allows recovery from the contractor for all consequential damages.
- C. The owner reserves the right to reject this bid, but this bid shall remain open and not be withdrawn for a period of thirty (30) days from the date prescribed for its opening.

DEVIATIONS AND/OR EXCEPTIONS

Deviations and/or exceptions to any portion of this Contract shall be clearly stated in an accompanying separate letter. Each area of deviation and/or exception shall be referenced to a specific part to include section title and number, paragraph number, followed by a detailed explanation of the deviation and/or exception.

DRUG-FREE WORK PLACE

The bidder/proposer certifies that s/he will provide a drug-free work place by:

- A. Giving written notice to each employee that the unlawful manufacture,

distribution, possession, or use of controlled substances is prohibited in the employee's work place and that a condition of employment for the employee is that the employee will abide by the terms of the notice and notify the contractor no later than five (5) calendar days after conviction of a violation of any criminal drug statute which occurred in the employee's work place.

- B. Providing a drug-free awareness program to inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a drug-free work place, available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for violations.
- C. Notifying the Board's administrator within 10 calendar days after receiving actual notice from an employee or otherwise being notified of a criminal drug statute conviction for a violation occurring in the work place.
- D. Imposing a sanction on the employee and/or requiring satisfactory participation in a drug abuse assistance or rehabilitation program within 30 days of conviction in the event an employee has been convicted of a criminal drug statute violation occurring in the work place.
- E. Continuing to make a good faith effort to maintain a drug-free work place.

EQUAL EMPLOYMENT OPPORTUNITY

- 1. In submitting this bid/proposal, the Bidder certifies that he does not or will not discriminate against his employees on the basis of sex, race, creed, color, national origin, religion, or disabling condition and complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11365 and as supplemented in Department of Labor Regulations (41 C.F.R., Part 60). S/He further certifies that s/he does not maintain or provide the employees facilities which are segregated on any of the above categories.
- 2. The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disabling condition. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, or disabling condition. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for train, including apprenticeship.

EXAMINATION OF EQUIPMENT AND SITE CONDITIONS

- A. Each Bidder/Proposer shall fully inform himself prior to bidding/proposing as to all existing conditions, dimensions, and limitations under which the work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to perform the work as set forth in the proposed contract documents. No allowance will be made to any bidder/proposer because of lack of such

examination knowledge. The submission of a bid will be construed as conclusive evidence that the bidder/proposer has made such an examination.

- B. Each Bidder/Proposer is required to visit the site(s) to become acquainted with any and all conditions and to identify, inspect, and inventory the equipment. Prospective Bidders/Proposers are to make an appointment to schedule the tour. Bidders/Proposers are not allowed to tour without appointment.
- C. The Bidder/Proposer shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

EXCEPTIONS

It shall be the responsibility of the Bidder/Proposer to include with his/her bid/proposal a list and clarification of any deviations or qualifications from the CONDITIONS AND/OR SPECIFICATIONS. The list must be attached to the Bid/Proposal Submittal documents.

EXECUTION OF AGREEMENT

- A. The agreement shall include the bid/proposal forms and purchase order.
- B. At or prior to delivery of the purchase order, the contractor shall deliver the policies of insurance and workmen's compensation certificate as required by the contract documents. All bonds and policies of insurance shall be approved by the Owner before the successful Bidder/Proposer may proceed with any the work.
- C. Failure or refusal to furnish policies or certificates in a form satisfactory to the Owner shall subject the Bidder to penalty.

FAXED PROPOSAL SUBMISSIONS

All proposals must be delivered to the designated address with originals signed by an officer capable of committing the offeror to contractual relationships. Faxed proposals are not acceptable.

GUARANTEES

By offering a proposal, it is mutually understood and agreed between the Board and the Bidder/Proposer that:

- A. All workmanship and materials shall be guaranteed for a minimum of one (1) years from the date final payment is made to the contractor. All new items will be guaranteed for the duration of the manufacturer's warranty or guarantee and/or;
- B. Any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filed, and that the Contractor shall settle any and all claims without annoyance to the owners.

- C. Warrants that all work performed shall be done in a good workmanlike manner, as would a reasonable man similarly situated under like circumstances.
- D. The bidder/contractor will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his/her service and has obtained and paid for any license, permit, or certificate required in the performance of the work.

INSURANCE AND WORKMEN'S COMPENSATION COVERAGE

All interested parties shall have current ACORD certificates on file at the Consortium and individual Members offices. Failure to provide the ACORD certificate will result in any responses being considered non-responsive.

A. GENERAL INSURANCE REQUIREMENTS

1. The Contractor shall not start work under this contract until s/he has obtained, at his/her own expense, all of the insurance called for hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any sub-contractor to start work on his sub-contract until all insurance required of the sub-contractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and sub-contractors by the Board will be granted only after submission to the Contract Administrator of original, signed certificates of insurance or, alternatively, at the Administrator's request, certified copies of the required insurance policies.
2. The Contractor shall require all sub-contractor to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish sub-contractors' certificates of insurance to the Board immediately upon request.
3. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days after written notice has been given to each Board's Contract Administrator." THEREFORE, the words "endeavor to" and "but failure to mail such notices shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
4. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
5. The Board (including its elected or appointed officials, agents and employees) is to be named as additional insured under all coverages except Workers'

Compensation and Business Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respect the Board, its elected and appointed officials, agents, and employees.

6. The Contractor covenants to save, defend, keep harmless and indemnify the Board and Board Members and all of its elected or appointed officials, agents, and employees from an against any and all claims, loss, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the Board for which the Board give notice to the Contractor after the Board's final acceptance of the work.
7. The Contractor shall be responsible for the work performed under the Contract documents and every part thereof, and for wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Board.
8. Required insurance coverages shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Board shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at the time of termination.
9. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities for control of persons directly employed by it and of the sub-contractors and any persons employed by the sub-contractor.
10. Nothing contained in the Contract shall be construed as creating any contractual relationship between any sub-contractor and the Board. The Contractor shall be as fully responsible to the Board for the acts and omissions of the sub-contractor and of any persons directly employed the sub-contractor.
11. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and his sub-contractors

during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

12. If the Contractor does not meet the insurance requirements of the Contract, alternate insurance coverage, satisfactory to the Contract Administrator, may be considered. Written requests for consideration of alternate coverages must be received by the Contract Administrator at least ten (10) working days prior to the date set for receipt of bids or proposals. If the Contract Administrator denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Contract Administrator permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for receipt of bids and proposals.
13. All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception, in the same manner as described in "12" above.
14. The Board will consider deductible amounts as part of its review of the financial stability of a bidder. Any deductibles shall be disclosed to the Board and will be assumed by the Contractor.

B. CONTRACTOR'S LIABILITY INSURANCE--"OCCURRENCE" BASIS

1. Commercial General Liability insurance with a limit of at least \$1,000,000 each occurrence for Bodily Injury and Property Damage.
 - a. General aggregate limit to apply per project;
 - a. Premises/Operations;
 - b. Actions of Independent Contractors;
 - c. Products/Completed Operations to be maintained for two years after completion of the work;
 - d. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - e. Personal Injury Liability including coverage for offenses related to employment; and,
 - f. Explosion, Collapse, or Underground (UST) hazards.
2. Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles. Uninsured Motorists insurance and automobile contractual liability, subject to a combined limit of \$1,000,000.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for the work is in doubt as to the meaning of any part of the proposed contract documents or finds discrepancies in or omission from any part of the proposed contract documents, he may submit to the Administrator a request for clarification in writing no later than ten (10) days before bids will be opened understanding:

- A. The person submitting the request shall be responsible for its prompt delivery.

- B. Interpretations or correction of proposed contract documents will be made only by addendum, and will be mailed or delivered to each bidder of record.
- C. The Board will not be responsible for any other explanations or interpretations of the proposed contract documents.
- D. The bidder shall be responsible to verify all quantities, existing conditions, and dimensions.

LIMITATION OF LIABILITY

- A. In no event will either party be liable to the other for any consequential, special, or indirect damages other than as provided in the contract documents. Neither party shall be liable or responsible for a loss, damage, injury, or delay caused by conditions beyond that party's reasonable control, including but not limited to 1) acts of God; 2) acts of government agencies; 3) strikes; 4) labor disputes; 5) fire, explosions, or other causalities (unless caused or contributed to by the negligence or willful action of the party otherwise intended to be excused by this paragraph; 6) thefts; 7) riots; or 8) war.
- B. With respect to fire safety and security equipment covered by this agreement, the Board acknowledges and agrees that the contractor is not an insurer regarding services provided. Payments to the contractor for services on such equipment are not sufficient for nor are same intended as requiring the contractor to assume the risk of any damage or loss to the Board, its officers, agents, or employees, resulting from the failure of fire safety or security equipment or systems to perform properly during the term of this contract.
- C. Except for any damages or injuries arising from the contractor's gross negligence and/or failure to become aware of the presence and location of asbestos in any buildings, the Board agrees to indemnify and to hold the contractor, its officers, agents, and employees.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

- A. The Contractor will be required to reimburse the Board \$500 per day or one (1) percent of the total outstanding contract price (whichever is greater) for each day the Contractor exceeds the agreed upon completion date.
- B. The time in which the contractor agrees to complete the work is the essence of the contract, failure to complete within the time specified will entitle the Owner to, and s/he will deduct and retain out of the monies due the contractor under this contract, the sum stated above for each calendar day required to complete the work beyond the completion date stated, including Saturdays, Sundays, and legal holidays. This sum shall be not be considered as a penalty but as a sum wholly agreed upon as the ascertained damages suffered by the Owner because of the delay.
- C. Requests for time extension due to strikes, lack of materials, or any other condition over which the contractor has no control will be reviewed by the Board

of Education after written application. Any requests for time extension are to be made immediately upon occurrence of conditions which, in the opinion of the contractor, require such an extension, with reasons clearly state and detailed proof given for each delay. No time extension will be allowed except by final approval of the Board of Education.

MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Withdrawal or modifications to bids/proposals are effective only if written notice is filed prior to the time of bid/proposal opening and must be signed by the same individuals submitting the bid. No withdrawals or modifications shall be accepted after the time of bid opening.

NO BIDS/PROPOSALS

If the Bidder/Proposer elects to "No Bid" this request for Bids, a "No Bid/Proposal" shall be filed with the CONTRACT ADMINISTRATOR. Failure to respond may result in removal from the Bidder's List and will result in loss of the bid deposit.

NO SMOKING POLICY

There is to be no smoking on school property at any time.

NON-DISCRIMINATION CLAUSE

In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed, national origin, or disabling condition is prohibited under the terms of the contract by any contractor, sub-contractor, or sub-sub-contractor.

PAYMENT

An invoice may be submitted for payment. Every effort shall be made to make payment within 30 days of approval of billing. The final 10% of the contract price will be paid upon acceptance of all receivables by the Board. The Board reserves the right to reduce any invoice to an amount it feels is adequate for the work performed. Each invoice is to include at least the following information.

- A. Project name.
- B. Work completed
- C. Cost of labor and materials noted separately or/
- D. Bid quote for the specifically noted.
- E. Board purchase order number.

Invoices must identify the completion status of the project.

PERMITS, ROYALTIES, PATENTS, FEES, NOTICES, AND LICENSES

- A. The contractor shall, without additional cost to the Board of Education, be responsible for obtaining any and all necessary licenses and permits and for complying with all FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS, in connection with the performance of the work. Laws and

permits shall apply to the contract throughout, and shall be deemed to be included in the contract the same as though herein written out in full.

- B. The contractor shall secure and pay for all permits, fees, licenses and inspections necessary for the completion of the work and shall certify that permits have been obtained prior to commencing work.
- C. The contractor shall obtain all certificates of inspection that are required and deliver each to the Owner upon completion of the work.
- D. The contractor shall pay all required royalties and protect the Board from claims for infringements of patent rights on any articles used in or incidental to this project.

PRE-RELEASE/WORK RELEASE EMPLOYEES

The contractor shall advise the Administrator of the intention to use any employees that are hired or obtained from any penal pre-release or work release programs. In the event such employees are used, written notification is to be made to the Board of Education including the name and violation for individuals. At no time shall any personnel be used who have a criminal record related to a sexual crime

PROOF OF COMPETENCY

- A. The Bidder/Proposer shall demonstrate a minimum of five years experience in the field by attaching copies of state and local licenses and certificates.
- B. Any bid which does not meet these requirements, is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection.
- C. Bidders are required under Article 56, Section 270(r), Annotated Code of Maryland, to show evidence of certificate of registration before a bid/proposal may be received and considered on a general or subcontract of \$20,000 or more.

PROTECTION OF WORK AND PROPERTY

The contractor will be held responsible for any and all damage to Board of Education property done or caused by him or his employees or other personnel engaged in the execution of the contract. He shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the Board of Education free of any and all claims for damages arising from the execution of the contract.

PUBLIC ACCESS TO RECORDS

The Building Owner, Department of General Services, the Attorney General's Office or any duly authorized representative shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this award for the purpose of making audits, examinations, excerpts and transcriptions. Such records will be maintained by the contractor for a period of three years after the completion of the project.

QUANTITIES

The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated for each, individually, or as a group; even so, the entire amount of any discount offered must be allowed whether or not the purchases are for less than the full quantities indicated. The Bidder is obligated to fulfill all requirements as quoted even if Board requirements exceed the quantities shown.

SAFETY REQUIREMENTS

- A. The contractor, his agent, representative, or designee shall conform to all MOSHA and OSHA requirements in the performance, delivery, or installation of equipment and materials. The contractor shall be responsible to deliver only that equipment and materials which conform in all respects to MOSHA and OSHA requirements. Any deficiencies found by inspectors or by the Board of Education's representative that exist at the time of the job performance shall be promptly corrected at no cost to the Board of Education.
- B. Prior to the use of any chemicals, cleaning agents, paints, or other possibly hazardous materials, the contractor will deliver Material Safety Data Sheets (MSDS) with the Building Engineer. No chemical, cleaner, solvent, or other compound that may be hazardous, toxic, noxious, or irritating (to the skin, nose, or eyes) are to be used while students are present.
- C. The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient danger signals, signs and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public.
- D. All fire regulations will be observed.
 - 1. A fire extinguisher will be on site at all times, visible and positioned within 50 feet of any worker, and clearly marked.
 - 2. The fire extinguisher will be operable and of the type recommended for the work situation.

SCHEDULE

- A. The Contractor is to complete all items outlined and required.
- B. The work is to be completed before a required completion date unless mutually agreed upon or

- D. All work is to be completed in a manner that in will not interfere with the normal operation of the school.
- E. Anticipated Award Date: June 20, 2013, Completion Date: August 1, 2013

SUPERVISION

The Contractor shall provide all necessary and sufficient supervision over the work being performed and shall be held solely responsible for the conduct and performance of his employees (agents) involved in work under this contract. The Contractor shall ensure that all employees (agents) are neat in appearance and can readily be identified (either by uniform, visible identification, or introduction) as employees (agents) of the Contractor.

WARRANTY

The contractor warrants to the Board that all services will be performed in a good, workmanlike manner and that repaired or replaced parts or materials will be of a merchantable quality, free from defects in material, workmanship, and design. The contractor will, at his/her option, repair, replace, or issue credits as complete satisfaction for all warranted equipment.

WORKER CONDUCT

The Board reserves the right to remove any worker from a job site who, in the sole opinion of any Board employee exhibits, engages in, or has complaints registered against for lewd, lascivious, inappropriate, threatening or dangerous behavior. Right is reserved to demand removal with no prior warning.

WORK TIME FRAME FOR WORK COMPLETION

By submission of a bid, bidders agree that, once work commences, it shall be pursued on a daily basis except for Sundays, and holidays. Any deviation shall have the prior approval of the Administrator. The successful contractor may work on Saturdays, Sundays, and holidays at his option, with the approval of and no additional cost to the Board.

SUBMIT WITH BID

Prime Contractor:
Scope of Work:

Subcontractor 1:
Scope of Work:

Subcontractor 2:
Scope of work:

Subcontractor 3:
Scope of Work

Subcontractor 4:
Scope of Work:

Subcontractor 5:
Scope of Work:

Subcontractor 6:
Scope of Work:

Subcontractor 7:
Scope of Work:

Subcontractor 8:
Scope of Work:

Subcontractor 9:
Scope of Work:

Subcontractor 10:
Scope of Work:

Subcontractor 11:
Scope of Work:

Subcontractor 12:
Scope of Work:

Subcontractor 13:
Scope of Work:

Subcontractor 14:
Scope of Work:

SUBMIT WITH BID

1. Name:
Item Of Work:
2. Street Address:
City/State/Zipcode:
3. Office Phone No:
4. Fax Phone No:
5. Field Office Phone No.:
6. Company CEO/President:
7. Field Superintendent/Foreman:
8. Project Manager/Engineer:
9. Other Key Personnel:
10. Emergency Phone Numbers:
Name: Phone No.:
Name: Phone No.:
Name: Phone No.:
11. Insurance Company Agent
Name: Phone No.:
12. Bonding Company Agent
Name: Phone No.:
13. Maryland - State License No.:

Minority Business Enterprise Participation

If the award for this contract is less than \$50,000 no formal MBE participation requirement is in place. However, Certified Minority Business Enterprises are encouraged to respond to this solicitation.

If the award is greater than \$50,000 the following will apply:

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 10 percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.

The bidder or offeror is required to submit with its bid or proposal a completed:

Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and
Attachment B - MBE Participation Schedule, as described in the solicitation documents.

All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B – MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.

The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.

The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 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.

The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:

- 1) They are therefore requesting a waiver, and
- 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.

The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on

this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.

Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

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) working days from notification that the firm is the apparent low bidder or successful offeror:

- 1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.
- 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
- 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
- 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

Waiver Procedures

- a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
- b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:

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) days before the bid or proposal opening to solicit minority business enterprises through

- written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
- 3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
 - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
 - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
 - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
 - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
 - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
 - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.

In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.

A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)

The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.

The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.

Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.

If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion shall be retained in the project file.

If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.

When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction

Program within ten (10) 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.

All Contracts Shall Include The Following:

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

b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".

1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.

2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.

3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.

4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.

7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.

Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

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

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

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - 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 has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall

indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

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

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

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

Every pay application will include a completed Attachment G as warranted by the project MBE participation goals.

MBE FORMS

CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.

* * * * *
* *
* *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of 5 % and
- The subgoals, if applicable, of:
 - ____ % for certified African American-owned businesses and
 - ____ % for certified women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

2 After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: ____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
 - ____ % for certified African American-owned businesses and
 - ____ % for certified women-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3 After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeree Name

Affiant Signature

Address

Printed Name & Title

Address (continued)

Date

**Attachment B
MBE PARTICIPATION SCHEDULE**

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

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA and PSC No.	6. Base Bid Amount \$ _____
7a. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
7b. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
7c. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract
10. Form Prepared by : Name _____ Title _____ Date _____	11. Reviewed and Accepted by Board of Education MBE Liaison Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total African-American MBE Participation:	_____ %	\$ _____
Total Woman-Owned MBE Participation:	_____ %	\$ _____
Total Other Participation:	_____ %	\$ _____

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

- 1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

- 2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

- 4) Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
 This project does not involve bonding requirements.

- 5) Bidder/Offeror did/did not attend the pre-bid conference
 No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

1. MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

2.

PROJECT/ SCHOOL NAME:
PROJECT/ SCHOOL LOCATION:
LEA:
NAME OF PRIME CONTRACTOR:
NAME OF MBE SUBCONTRACTOR:

MDOT Certification Number

- 1. Work/Services to be performed by MBE Subcontractor:
2. Subcontract Amount: \$
3. Bonds - Amount and type required of Subcontractor if any:
4. MBE Anticipated or Actual Commencement Date: Completion Date:
5. This MBE subcontract represents the following percentage of the total contract cost:
6. This is an African American Firm: Yes No
7. This is a Women Owned Business Firm: Yes No
8. This is an Asian, American Indian, Hispanic or Disabled Firm: Yes No

(Circle One)

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

Signature of Subcontractor:

Date:

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

Signature of Prime Contractor:

Date:

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ school project

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

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

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification # Telephone #

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

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

Signature of Prime Contractor Title Date

Attachment F
MBE WAIVER DOCUMENTATION

Project Name: _____

PSC No. _____

Base Contract Amount \$ _____

Plus Accepted Alternates _____

Equals Total Contract Amount \$ _____

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

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

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

(Company Name)

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

Summary MBE Participation Schedule from Attachment B

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

* with accepted/rejected alternates

June 2008

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

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

Signature _____ Date _____
 (Company Representative Name)

Sworn and subscribed before me this _____ day.
 of _____ in the year _____ Notary Public _____

Reviewed and accepted by the _____ County Board of Education MBE
 Liaison.
 (County Name)

Signature _____ Date _____
 (County Representative Name)

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

LEA: _____ DATE: _____
 PROJECT TITLE: _____ PSC _____
 LOCATION: _____ REQ _____

NAME OF MBE SUB- CONTRACTOR	MDOT SUB- CONTRACTOR CERTIFICATION #	MBE SUB- CONTRACTOR CLASSIFICATION #	TOTAL MBE CONTRACT AMOUNT \$	AMOUNT TO BE PAID THIS REQUISITION \$	PAID JULY 1 to JUNE 30	TOTAL PAID TO DATE
1	2	3	4	5	6	7
	TOTAL					

MDOT Certification # can be located at www.mdot.state.md.us

MBE Classification #:

African American = 1 Hispanic American = 2 American Indian = 3 Asian American = 4

Women = 5 Disabled = 6 Non-profit = 7

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 the project, as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Authorized Signature/Date

Contractor EFIN/SSN
(applicable)

Contractor MBE Classification # (if applicable)

DCPS NON OSHA SAFETY RULES

CONTAINERS

No glass containers allowed on site.

CRANES

- A. All lifts must use tag lines.
- B. No open hooks used on lifts.
- C. Boom should be in down position when not in use.

EQUIPMENT

- A. Absolutely no riding on equipment not equipped with proper seating.
- B. Site speed not to exceed 10 MPH.
- C. All buckets and blades should be left resting on ground with the hydraulic pressure released when not in use.

FIRE CONTROL

- A. No Smoking on any school grounds**
- B. No open fires, fire barrels, or hot boxes.
- C. Fire extinguishers in:
 - Trailers/Office - minimum 10 lb. ABC
 - Equipment - minimum 5 lb. ABC
 - Fire Watch - minimum 20 lb. ABC
- D. Be aware of job site locations.

HARD HATS

- A. Wear on site at all time, must have Z89.1 rating.
- B. No metal hard hats or bump caps authorized.

FOOT PROTECTION

- A. Substantial leather boots required.
- B. Loafers, sandals, tennis shoes (including steel toe type) are not allowed.

LADDERS

- A. No metal ladders on site.
- B. Damaged ladders must be immediately removed from site or destroyed.

SCAFFOLDING

Full handrails, midrails, end rails that should withstand 200 lbs. in any direction, toe boards, and full decking required on all scaffolds regardless of height. Safe access should be provided by ladders or stairs.

SIGNAGE

- A. Post safety or hazard signs (bilingual if necessary).

TRUCKS

- A. No more than three (3) persons in cab of truck.
- B. No riding in back of truck unless truck is equipped with seats and safety belts.

WORK CLOTHING

- A. All shirts must have a minimum four (4) inches sleeve length over shoulders.
- B. NO shorts, cut offs, tank tops, net shirts. etc.

TRENCHES

- A. Trenches need to be shored or sloped at five (5) feet when there is danger of cave in.
- B. Trenches at any depth shall be protected by barriers and/or cover plates.
- C. An entrance ladder is needed at five (5) feet minimum.

ELECTRIC CORDS

Tool and extension cords should not be frayed or damaged and should be equipped with ground.

SAFETY FUEL CANS

Should be labeled, in good condition, and equipped with flame arrestor.

DROPPING MATERIALS

A closed chute is required when dropping materials more than twenty (20) feet.

HOUSEKEEPING

Shall be performed daily and debris disposed of properly.

EYE PROTECTION

Safety glasses, goggles, or face shields should be used at all times when using power tools, or hazardous condition exists.

RADIOS

No boom boxes or headsets on site at any time.

ACETYLENE TORCHES

- A. All parts in working condition.
- B. All bottles off and capped when not in use.
- C. All bottles secured properly.
- D. No bottles laid down anywhere at any time.

SUBMIT WITH BID

PROPOSAL SUBMISSION FORM

Total Proposed Cost _____

Shop Drawing/Engineering Cost _____

Contingency/Allowance Cost _____

Contingency/Allowance Type _____

Cost to Provide MBE Participation Capacity _____

Bid Bond Cost _____

Payment and Performance Bond Cost _____

Area 1 Cost _____

Area 2 Cost _____

Alt. 1 Cost _____

Alt. 2 Cost _____

Alt. 3 Cost _____

Alt. 4 Cost _____