Office of Purchasing and Supply Service
Facilities Administration Building (FAB)
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
Phone: 301-952-6560 Fax: 301-952-6605

Robert Johnson, Esq., Director

<table>
<thead>
<tr>
<th>DATE OF ISSUE:</th>
<th>INVITATION FOR BID #:</th>
<th>BID TITLE:</th>
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<tbody>
<tr>
<td>May 1, 2017</td>
<td>038-17</td>
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<tr>
<th>PRE-BID DATE &amp; TIME:</th>
<th>LOCATION OF PRE BID:</th>
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<td>N/A</td>
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<tr>
<th>DATE/TIME OF BID OPENING:</th>
<th>BUYER:</th>
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<tr>
<td>May 26, 2017 @ 2:00 p.m.</td>
<td>Donna Parks, Buyer</td>
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Company Name: ________________________________________________________________

RECEIPT OF BID
Sealed bids for the requirements set forth herein will be received in the Purchasing Department, Room 20, Board of Education of Prince George’s County (BOARD), 13300 Old Marlboro Pike, Upper Marlboro, MD 20772-9983, before the deadline of May 26, 2017 @ 2:00 P.M. In order to be considered for award, all bids must be received with an original and two (2) duplicate copies (1) one CD or USB of the bid, including supporting documentation. The bid title and bid number must be stated on the lower left corner of the submission envelope.

All bidders will be fully responsible for the timely delivery of the Bid response to the designated location to include bids hand carried, sent by common carriers, (UPS, Federal Express and the U.S. Postal Service). Bids delivered to any other office or location other than the Purchasing Department prior to bid opening deadline will not be considered. Competitive sealed Bids are publicly opened and available for review except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in this title. Prices, makes, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before contract award regardless of any designation to the contrary at the time of bid opening.

MINORITY & LOCAL BUSINESS INITIATIVE

A. The Board is continually seeking to provide services, program enhancements and procurement opportunities to help ensure the success of its qualified local minority and qualified local small businesses. The Board strongly encourages its Contractors to maximize the use of qualified local minority business and qualified local small business enterprises on projects. Prime contractors are encouraged to seek and utilize locally based minority and women-owned subcontractors from within the geographical boundaries of Prince George’s County. To be responsive in the bid submittal, the bidder or proposer shall either maximize the use of qualified local minority business and/or qualified local small business enterprises on each project or be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority business and/or qualified local small business enterprises.

Minority Businesses included in the bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services

MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS
State Law HB 389 and SB 611, Prime Contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE’s authorization. The contractor must also use the MBE’s services to perform the contract. In addition, the contractor may not pay the MBE solely for the use of its name in the bid or proposal. Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.
BID DOCUMENTS
The Bid documents may be obtained by:

1. Downloading the document from the Board’s website at: www.pgcps.org. Touch About US, drop down, click on Administrative Org Chart, under Offices choose Purchasing, then Procurement Opportunities.
2. Choose Purchasing, then Procurement Opportunities.
3. Access through eMaryland Marketplace at https://ebidmarketplace.com
4. Calling the Purchasing Department at 301-952-6560.
5. Visiting the Purchasing Department between the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

DRAWINGS
Prior to bidding, vendors must obtain a complete copy of the contract drawings and specifications for this project, as designed and required for construction on this project. A CD containing Contract Drawings and Specifications may be purchased via company check in the amount of $25.00 made payable to THE BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND. To purchase drawings contact:

Mr. Pershey Drayton
Department of Capital Programs
Phone: 301-952-6615

1. CD’s must be ordered (24) hours in advance.
2. To order use the following project reference: Thomas Johnson Middle School
   Univents Replacement Project |
   PSC No. 16.229.16 SR

SCOPE OF WORK
The BOARD requests bids for the Thomas Johnson MS HVAC Univent Replacement Project | PSC No. 16.229.16SR. The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bid that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

SITE VISIT
The site visit will be held at Thomas Johnson MS located at 5401 Barker Place, Lanham, MD 20706 on May 10, 2017, at 10:00 am. Failure to participate in the site visit will not relieve a successful bidder from the necessity of his obligation to furnish all material and labor necessary to carry out the provisions of the Technical Section of this IFB and to complete the contemplated Work for the consideration set forth in his bid. Attendance by all interested parties is strongly recommended but is not mandatory. Please do not contact the school directly.

INSURANCE
The successful Bidder is required to furnish a certificate of insurance. The certificate must be issued to the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY. Bonds issued to the PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS WILL NOT BE ACCEPTED.

BID BOND
Bidders are required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed $100K. (COMAR 21.06.07.02)

The Bond, Cashier’s or Certified Check must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

PERFORMANCE AND LABOR BOND
The successful Bidders are required to submit a performance and/or labor bond, Cashier’s or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds $100,000. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amounts over or under $1,000.00.
The bond, cashiers, or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**
The successful bidder accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

**Liquidated Damages Schedule**

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<th>Amount</th>
<th>Amount Per Day</th>
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<tr>
<td>$25,000 and under</td>
<td>$100.00</td>
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<tr>
<td>$25,000 - $100,000</td>
<td>$250.00</td>
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<tr>
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</tr>
<tr>
<td>$10,000,000 - $15,000,000</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>$15,000,000 and More</td>
<td>$2,500.00</td>
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**Liquidated Damages Provision for State Funded Contracts Containing Minority Business Enterprise Participation Goals**

Liquidated Damages. This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $_____ per day until the monthly report is submitted as required.

b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4):

c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: $_____ per day until the undisputed amount due to the MBE subcontractor is paid. Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

**MINORITY BUSINESS ENTERPRISES**

Prince George’s County Public Schools has a Minority Business Enterprise Program in effect. Information about this program and forms for compliance are available online at [www.pgcps.org](http://www.pgcps.org). On the main page in the upper left corner click “About Us” scroll down to “Highlights” **click on** Policies and Administrative Procedures **and click on “Administrative Procedures.”**
Download or view forms for click for Administrative Procedure 7419 (State of Maryland Guidelines) – click on New Construction -7000. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognizes minority certification the State of Maryland Department of Transportation (MDOT)

LOCAL MBE INITIATIVE
In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George’s County. (Admin Procedure 7419).

NOTICE TO BIDDERS
Bidders wishing to do business with the BOARD are asked to register with the Purchasing Department. The successful bidder must be an active vendor in Oracle to receive Purchase Orders and Payment. To register, contact the Purchasing Department at 301-952-6560 to receive instructions on how to register or visit the Purchasing website at http://www1.pgcps.org/isupplier/.

Prince George's County Public Schools does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government.

All bidders are required to provide a Letter of Guarantee with bid submission from their Surety provider confirming their ability to obtain bonding in the amount of one hundred percent (100%) of the cost proposal project should the firm be the successful awardee.

In accordance with Prince George’s County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George’s County. (Admin Procedure 7419)

No Bid may be withdrawn for at least one hundred twenty (120) days after the scheduled closing time for receipt of Bids by order of the Board of Education of the Prince George’s County Public Schools, Upper Marlboro, Maryland 20772-9983.

Prince George’s County Public Schools accepts no obligations for costs incurred by Bidders in preparing or submitting a Bid and reserves the right to reject any and all Bids received.

Note: The awardee shall be required to agree to the terms of Prince George’s County Public Schools’ standard modified AIA documents/contracts, which will be provided as an addendum prior to the solicitation deadline, as part of the entire agreement.

AWARD
The BOARD reserves the right to award the contract to the lowest responsive and responsible bidder complying with all provisions of the bid, provided the bid price is reasonable and it is in the best interest of the BOARD to accept. A contract may be awarded to one or multiple vendors, by item or in the aggregate, or any combination thereof.

NON-AWARD
Bidder will be notified via email, if their organization is not selected as the apparent lowest responsive bidder.

REJECTION OF BIDS
The BOARD reserves the right to reject any or all bids in whole or in part and to waive any technicalities or informalities as may best serve the interests of the BOARD, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions s alternate items and may make any award which is deemed to be in the best interest of the BOARD.

NON-EXCLUSIVE
The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board is considered to be a "Non-Exclusive” use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.
CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPS

PGCPS recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPS has adopted a process stating that:

“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any contractor or vendor which has submitted a bid or proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the Superintendent or his designee.”

QUESTIONS/POINT OF CONTACT

Inquiries should be directed to the following individual:

**Purchasing Contact**
Donna Parks, Senior Buyer
Purchasing Office
Donna.Parks@pgcps.org

**Technical Contact**
Kamor Muse-Ariyoh, Project Manager
Department of Capital Programs

All questions, including requests for technical clarifications, concerning this IFB must be sent via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org no later than May 15, 2017, at 1:00 p.m. All answers will be provided in the form of an Addendum to the IFB and posted on the website. All questions must be submitted in the form of a Word Document. Telephone inquiries will not be accepted. No district administrators should be contacted.

**Bid Posted:** ………………………………………………………………………………... April 28, 2017
**Site Visit:** ……………………………………………………………………………… May 10, 2017
**Questions Due Date:** ………………………………………………………………… May 15, 2017
**Addendum Posted: (approximate date only)** …………………………………………… May 19, 2017
**Bid Due Date:** …………………………………………………………………………... May 26, 2017

**BID SUBMITTAL REQUIREMENTS**

Vendors must return the following documentation with the bid response. Failure to sign and return these documents may cause your bid to be ruled non-responsive and ineligible for further evaluation or consideration.

1. One (1) Original and Two (2) Copies of the bid response and one (1) CD or USB, including supporting documentation.
2. Addenda Acknowledgement (The “Addenda Acknowledgement” for must be completed and submitted with the bid submission. It is the Bidder’s responsibility to check the Purchasing Department’s website for all addenda posted in response to this IFB.) See Section V.
3. Complete, sign and submit all Affidavits included with the bid (originals shall be submitted with bid).
4. Bid Bond is required of 5% at the time of bid opening.
5. Bidders are additionally required to provide a Notarized Letter of Guarantee from their Surety provider confirming their ability to obtain bonding in the amount of 100% of project.
6. Minority Business Procedure 7419 is applicable (see bid for submittal of required forms)
   - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit State Attachment A (PGCPS Attachment 1 to AP 7419 (pages 1 and 2)
   - MBE Participation Schedule State Attachment B (PGCPS Attachment 2 to AP 7419)
7. Registered Maryland Contractor Number:
   - Bidders are required to provide evidence of certification certifying bidder’s qualifications to provide services as required. Please provide certification with bid or statement attesting to competency of personnel and identifying the basis upon which such statement is made.
   - Bidders shall place on the outside of the envelope containing their bid and on their Bid Form over a valid signature the following notation:
     Registered Maryland Contractor No.: _____________________ for the current year.
8. One (1) Copy of Contractor’s Qualification Statement Package (see Section II, Special Provisions and Instructions to Bidders)
9. All Applicable Bid Forms included in this IFB (See Section IV)
Bids are due by 2:00 p.m. on May 26, 2017

Submit packages to:
Prince George's County Public Schools
Purchasing and Supply Services Department
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772

ALL ORIGINAL RESPONSES MUST BE SIGNED IN BLUE INK
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

I. GENERAL

A. Any Contract awarded as the result of any Invitation for Bid to furnish supplies, equipment or services to the BOARD OF EDUCATION, PRINCE GEORGE'S COUNTY, Upper Marlboro, Maryland shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

B. It is the intent of this Invitation for Bid to provide prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation for Bid and to obtain clarification of any part not thoroughly understood, before submitting their proposal.

C. Contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

D. All parts of this Invitation for Bid including the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Invitation for Bid.

E. The respondent is required to submit one (1) original and two (2) copies of the proposal and one (1) CD of the complete proposal and any other applicable documents specific to this Invitation for Bid.

F. Bidder must identify the IFB by placing the IFB number, opening date and time in the lower left hand corner of the envelope. The bidder is solely responsible for the arrival of the proposal in the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, ROOM 20, UPPER MARLBORO, MARYLAND 20772-9983, prior to the prescribed deadline for return of bids. Bids will be opened publicly after the time set for receipt and may be read aloud. Bidders may attend bid openings. Since bids must be received in a sealed envelope, FACSIMILE COPIES TRANSMITTED VIA "FAX" MACHINES, OR SIMILAR METHODS, WILL NOT BE ACCEPTED

G. Late bids will not be considered for award accepts under the following conditions:

   a. The Bid was sent by mail and it was determined by the BOARD that the late receipt was due solely to miss-handling by the BOARD after receipt of the address specified in the solicitation. If the BOARD declares administrative or liberal leave scheduled bid openings or receipt of bids will be extended to the next business day.

   b. The time, prescribed on the title page of this Invitation for Bid as the deadline for return of bids, shall be Eastern Standard Time.

   c. In the event of inclement weather on the date this bid is scheduled to open and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CENTRAL OFFICES are closed, bid responses will be opened at the PURCHASING OFFICE on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Bid responses will be accepted until the time of opening on the next business day.

II. CONTRACT COMPLETION

A. The project shall commence from date of award through contract completion as specified in the bid document. The Contract shall continue through required project completion.

III. AWARD

A. The BOARD reserves the right to award the contract to the lowest responsive and responsible bidder complying with all provisions of the bid, provided the bid price is reasonable and it is in the best interest of the BOARD to
accept. A contract may be awarded to one or multiple vendors, by item or in the aggregate, or any combination thereof.

The winning bidder/awardee shall be required to agree to the terms PGCPS’s standard modified AIA documents/contracts, which will be provided as an addendum prior to the solicitation deadline, as part of the entire agreement.

IV. ADDENDUM

A. Any addenda to this solicitation issued after this solicitation and before the due date shall become part of the contract. It is the responsibility of the bidder to make inquiry as to addenda issued. The BOARD will post all addenda to the solicitation on the BOARD’s website.

V. BID WITHDRAWAL

A. Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

VI. ERRORS IN BIDS

A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his/her bid will not act as an excuse to permit withdrawal of his/her bid nor secure relief on plea of error. Neither State Law nor Regulation make allowance for errors either of omission or co-mission on the part of the bidders. Obvious, apparent errors in a bid may be corrected or withdrawn upon written approval by the BOARD.

When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

VII. REJECTION OF BIDS

A. The BOARD reserves the right to reject any or all bids in whole or in part and to waive any technicalities or informalities as may best serve the interests of the BOARD, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions s alternate items and may make any award which is deemed to be in the best interest of the BOARD.

VIII. PROTEST

A. The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

1. An interested party (bidding of standing or offeror) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.

a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:

- The name address and telephone number(s) of the protester.
- Identification of the solicitation
- Statement of reasons for the protest
- Supporting documentation to substantiate the claim
- The remedy sought
2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.

3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.

5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

6. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing. The decision of the CFO shall be final.

B. Appeal of Contract Award Decision

1. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland’s public school law.

IX. VENDOR ACCEPTANCE

A. The successful bidder(s) will receive from the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, a contract. Upon receipt, the bidder must sign and return all copies of the contract.

B. Any required documentation, such as; Performance Bond, Payment Bond, Certificate of Insurance, and other material required must be submitted by the bidder with the award letter.

C. Failure to sign the contract and return all required documents within fifteen (15) calendar days from date of receipt shall rule your response null and void and, therefore, award shall be made to the next low responsive bidder. The bidder shall forfeit any Bonds so posted. In addition, this may also be cause for removal of your firm from the bidder's list.

X. MINORITY BUSINESS ENTERPRISES REQUIREMENTS

A. The Board of Education of Prince George's County Minority Business Program Administrative Procedures No. 7419 (attached) is applicable and will be part of the Bid Requirements. Each bid submitted, including submittals from certified Minority Business Enterprise (MBE) firms, in response to this solicitation, MUST SUBMIT AT THE TIME OF BID OPENING a complete Attachment (A) "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and a complete Attachment (B) "MBE Participation Schedule". 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. Failure to adhere to the guidelines outlined in this procedure, may result in your firm being ruled non-responsive and may jeopardize any future awards. Please see Administrative Procedure 7419 for additional forms that shall be considered as part of the contract and MUST be furnished by the apparent low bidder to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder.

B. The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of 30% percent (including 7% African American and 4% Asian American-owned) of the total dollar value of the construction contract established for this project. All prime contractors, including certified MBE firms, when submitting bids as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.

C. Only those businesses registered in the Purchasing I-Supplier database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George’s County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a “Certified Minority Business.” If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT),
D. The Board of Education of Prince George’s County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned business within the geographical boundaries of Prince George’s County. The bidder or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George’s County. Documentation of good faith efforts may be required to be submitted in the sealed bid packet on the date and at the time due for the respective bid submittal.

E. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 7419 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business Officer, Mr. Wes Owens at: wes.owens@pgcps.org.

XI. INSURANCE

A. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers’ Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

B. The following coverage and limits are required of all vendors:

- General Liability, including Products Liability & Completed Operations - $1,000,000 per occurrence/$2,000,000 aggregate
- Workers Compensation – Statutory Benefits (Only required if the Contractor will be delivering the product(s)).
- Employers Liability - $500,000 each accident/$500,000 injury by disease/$500,000 injury by disease aggregate (Only required if the Contractor will be delivering the product(s) to our building).
- Auto Liability - $1,000,000 combined single limit (Only required if the Contractor will be delivering the product(s) to our building).

C. The certificate on this insurance shall be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 and indicate paid up coverage for the term of the contract.

D. The certificate of insurance TO BE SUBMITTED to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.

E. It will be the responsibility of the successful bidder(s) to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

F. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.

XII. SURETY

A. The following SURETY is required in conjunction with this Invitation for Bid and any resultant contract(s). Bonds or checks NOT made in favor of BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY shall not be accepted. "Prince George's County Public Schools" is not a legal entity, and therefore, bonds or checks made in favor of Prince George's County Public Schools will not be accepted; the bid offer shall be declared non-responsive and not considered for award.

1. Bid Bond

   a. Bids must be accompanied by a Bid bond or Certified Check in the amount of five percent (5%) of the total amount of the bid to be made in favor of the
BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY,
UPPER MARLBORO, MARYLAND 20772-9983

Certified Checks will be returned to all but the successful bidder(s) within five (5) days after award of contract(s). Successful bidder’s Certified Check will be returned only upon receipt of Performance Bond.

2. Performance Bond, Cashier’s or Certified Check
   a. The successful bidder is required to furnish to the BOARD a Performance Bond, Cashier’s or Certified Check in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983

   The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

   b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class A per Best’s Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.

   c. The Performance Bond, Cashier’s or Certified Check will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

B. In addition to the above surety, the following may be required on certain construction contracts. The successful bidder(s) should be prepared to provide the surety if instructed to do so in any resultant Contract Award.

   Labor and Material Payment Bond

   a. The successful bidder is required to furnish to the BOARD a LABOR AND MATERIAL PAYMENT BOND in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the

   BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY,
   UPPER MARLBORO, MARYLAND 20772-9983

   The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

   b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class A per Best’s Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.

   c. The Labor and Material Payment Bond will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.
XIII. QUALITY

A. QUALITY of materials furnished shall be subject to our inspection upon receipt. If rejected, the material will be held for disposition at your risk and expense for a period of 30 days. After such period, the BOARD OF EDUCATION will not be responsible for the loss or misplacement of rejected materials.

B. DEVIATIONS from the specification of the materials shall not be accepted without prior written approval from the Purchasing Office.

C. QUALITY of the material ordered must not be changed without first obtaining our written approval.

XIV. LAWS AND PERMITS

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

B. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

XV. TAXES

A. Respondents shall assume full responsibility for payment of any and all taxes which may be construed by law authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY safe and harmless from any liability for said taxes.

B. Responses to the proposal submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). The cost of any taxes (operational and cost of doing business) that are lawfully due and paid by the contractor may be passed on to the Board of Education as part of the overall cost.

C. The BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland which provides that the Retail Sales Tax shall not apply to the following Sales:

1. State Sales - “Sales to the State of Maryland or any of its political subdivisions. Provided that this sub-section shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for solicitation after July 1, 1968.”

XVI. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

A. After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

1. Requests for deviation from the specifications, terms, or conditions of the contract
2. Bonding or insurance
3. Other matters.

B. In the event of strikes, Acts of God, or other circumstances beyond the contractors’ control, which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services, which are necessary for the day-to-day needs of the BOARD.
XVII. INVOICES

A. Invoices must be submitted in QUADRUPLE, ACCOMPANIED BY A SIGNED DELIVERY TICKET, TO CAPITAL IMPROVEMENT OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, ROOM 11, UPPER MARLBORO, MD 20772, Attention: Lucian Musawwir and contain the following minimal information:

1. Purchase order number
2. Invitation for Bid
3. Delivery destinations as it appears on the purchase document
4. Quantity, item number, and description of item billed
5. Unit price and extended price of item
6. Total amount of invoice

XVIII. PAYMENT

A. Payment will be made upon receipt of proper invoices. Payment shall be NET 45 days from date of receipt of invoice.

XIX. DAMAGES OR INJURY

A. Qualifying contractors will be held pecuniary responsible for any and all damage to BOARD property done or caused by them or their employees or other personnel engaged in the execution of the contract.

B. The contractor shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence.

C. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.

D. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

XX. TERMINATION FOR CONVENIENCE

A. This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

XXI. TERMINATION FOR DEFAULT

A. The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or

2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
3. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or

4. If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.

XXII. DISCLOSURE

A. Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

XXIII. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST

A. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the Board, unless such infringement or claim results from the Bidder following written instruction or directions of the BOARD. Bidder shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder’s own expense, any action or suit for which Bidder is responsible hereunder. The Board shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

XXIV. NON-DISCRIMINATION

A. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

XXV. RIGHT TO DATA

A. All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

XXVI. RIGHT TO AUDIT

A. The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services is finalized under this Agreement.

XXVII. AVAILABILITY OF FUNDS

A. A contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.
XXVIII. RESTRICTIONS

A. Potential contractors/vendors of the Board of Education of Prince George's County Schools are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property:

B. "A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding $5,000 or both."

C. Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Board of Education of Prince George's County determines that a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

XXIX. CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:
    Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board at least 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPS School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact with Students
   Employees of Consultant/Contractor who will be placed in a PGCPS School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:
   The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any other type of services on any BOARD property. Violation of this provision may result in Termination for Cause.
XXX. BIDDER'S QUALIFICATION

A. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the BOARD OF EDUCATION may visit any prospective Contractor's place of business to determine his/her ability, capacity, reliability, financial stability and other factors necessary to perform the Contract.

XXXI. FAILURE TO RESPOND

A. Failure to make response to this invitation for bid may cause removal of your name from our bidder’s mailing list for this commodity or service. Those bidders wishing to remain on the mailing list for this commodity or service but do not desire to submit a bid at this time, should affix the enclosed mailing label, marked ”no bid”, to an envelope with the company's name and return address clearly shown, and mail as indicated on the label. If you are not a supplier of this commodity or service submit a "no bid" and request your name be removed from our mailing list for this commodity or service only.

XXXII. ASBESTOS

A. This is to notify all Offerers of the existence of asbestos containing materials used in the Prince George's County Public Schools. Contractor’s employees, including subcontractors, are prohibited from conducting any activities that can result in damage to asbestos containing material or in the release of asbestos fibers into the air. The Prince George's County Public Schools has inspected all buildings per the Asbestos Hazard Emergency Response Act (AHERA) and maintains a management plan for each building that details the location and condition of all asbestos containing materials. It is required that a responsible official of the successful offeror’s company visit the Prince George's County Public Schools Environmental Office to review and understand the management plan for the building(s) involved in this specification. THE CONTRACT MAY NOT BE AWARDED UNTIL THIS REQUIREMENT IS MET. Access to the material is required. It is the responsibility of the Offerer to arrange such a review via the Contractual Point of Contract listed below.

B. The Contractor shall be responsible for all asbestos removal within the work area and shall include in his proposal all costs related to asbestos removal.

C. The BOARD recognizes that Offerers may need to review the management plans and/or make a site visit to the school involved in the specification before submitting their proposals. Offerer should call the Prince George's County Public School’s Environmental Office at 301-952-6525 to make arrangements for such actions.

D. It is the Contractor’s responsibility to make his/her employees and all Subcontractors’ employees aware of the existence and location of all asbestos containing material and to take appropriate action in accordance with all applicable federal, state and county guidelines whenever the Contractor has discovered any of the following conditions:

1. Asbestos containing material in the work area that must be removed before the Contractor will be able to continue work.
2. Asbestos containing material in the work area that has preexisting damage.
3. Asbestos containing material in the Contractor’s work area that is undamaged, but which may be affected by the Contractor’s activity.
4. Work performed by the Contractor has resulted in damage to asbestos containing material or otherwise has caused the release of asbestos fibers into the air.

E. The BOARD reserves the right to back charge the Contractor for the actual cost of all measures required by the BOARD to correct asbestos damage or fiber release episodes that are the result of the Contractor’s actions. The BOARD also reserves the right to conduct work in progress inspections at any time. The BOARD personnel conducting these inspections will be have the authority to immediately stop work if they find work practices that result in damage to asbestos containing material or otherwise result in asbestos fiber release.

F. A verification of the Contractor’s review of the Asbestos Management Plan(s) will be kept in the Contract File. The Contractor shall submit the following verification to the Owner:
1. SAMPLE FORM:

I/We, the undersigned, have reviewed and understand the Asbestos Hazard Emergency Response Act Management Plan(s). I/We also acknowledge that our employees will be notified of the existence and location of asbestos containing materials as described in the Management Plan. Our employees will take care to avoid damage to such asbestos containing materials and will immediately STOP WORK and Notify the BOARD’s ENVIRONMENTAL OFFICE if any material is damaged or if fibers are released into the air.

XXXIII. MOSH

MARYLAND OCCUPATIONAL SAFETY & HEALTH (MOSH) REQUIREMENTS

A. All contracts with the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY shall be governed by the STATE OF MARYLAND OCCUPATIONAL SAFETY AND HEALTH (MOSH) LAWS. Where any difference(s) may exist between any particular MOSH standard(s) and the corresponding, related United States Occupational Safety and Health Administration (OSHA) standard(s), MOSH LAW SHALL TAKE PREDOMINANCE.

1. Offerers submitting proposals relative to any BOARD Request for Proposals shall have the obligation and responsibility of being knowledgeable with any/all MOSH Laws applicable to any respective Request for Proposals, before submitting any offers. Unfamiliarity shall not be recognized, nor considered, as cause for relief from any subsequent contract.
2. Information pertaining to any particular MOSH Law(s) may be obtained from:

   STATE OF MARYLAND DEPARTMENT OF LICENSING AND REGULATION
   Division of Labor and Industry/Maryland Occupational Safety and Health
   10946 Golden W Dr, Suite # 160
   Hunt Valley, Maryland  21031
   Telephone No.:  410-527-2091

B. Delivery/Installation

1. In the performance of this contract, the contractor, their sub-contractor(s), agent, representative, or designee shall conform to all MOSH requirements in the performance of deliveries or installation of equipment and materials ordered herein.

C. Equipment/Materials

1. The contractor shall be responsible to deliver only that equipment and materials which conforms in all respects to MOSH requirements. Any deficiencies found by MOSH inspectors or the BOARD SAFETY OFFICER in equipment or materials delivered herein and deficient to MOSH standards existing at the time of the contract award, shall be promptly corrected by the contractor at no cost to the BOARD OF EDUCATION.

D. Maryland Occupational Safety and Health (MOSH) “Access to Information About Hazardous and Toxic Substances” Law (Article 89)

1. All contractors providing products deemed as “hazardous” under the above referenced Law, shall provide properly completed Material Safety Data Sheets (including any up-dated information) for the respective products. The Material Safety Data Sheets shall be mailed to the SAFETY OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983; and the mailing shall coincide with date of shipment of the respective product(s) to the designated location as specified in the Request for Proposal.
2. All contractors shall also have the responsibility to ensure that each container of hazardous chemical delivered is labeled, tagged, or marked in accordance with MOSH Article 89 Law and have the following minimal, acceptable information:
a. Identity of the hazardous chemical.
b. Appropriate hazardous warnings.
c. Name and address of the chemical manufacturer, importer, or distributor.

Labels, tags, or markings shall be legible, printed in English, and prominently displayed on each container, as required by Law.

3. All contractors shall have the responsibility of furnishing sufficient additional labels, if needed, upon the BOARD’S request, at no additional cost to the BOARD.

   a. The BOARD reserves the right to refuse acceptance of any product(s) whether delivered or installed, which does not conform to the aforementioned MOSH Article 89 requirements, with the cost of return or replacement being the total responsibility of the providing contractor.

XXXIV. BUY AMERICAN STEEL

A. Consistent with the provisions of the Maryland Annotated Code, Article 78A, Sections 68 through 72, inclusive, known as the "Buy American Steel" Act of the General Assembly of Maryland, Acts of 1978.

B. Wherever in these INSTRUCTIONS TO BIDDERS, "steel products," as hereafter defined, are part of the supplies, services or construction required by Owner, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the parties bidding shall predicate their base offer solely upon "steel products" manufactured in the United States of America or one of its territories, continental or insular, subject to the jurisdiction of the United States, unless such "steel products" are not produced in the United States in sufficient quantities to meet the requirements of the Contract, in which event the Total Base Bid is to contain a certification to this effect.

C. Each bidder shall furthermore attach to his BID FORM (using the Substitution Request Form), the proposed cost of the supplies, services or construction required by Owner where foreign "steel products" are proposed to be used.

D. The Owner, in addition to all other reservations set forth in the Bidding Requirements, shall at the time of the issuance of the Award and Contract pursuant thereto, determine whether the supplies, services or construction required is to utilize "steel products" of domestic or foreign origin.

E. Note further, that in the event the Award and Contract pursuant thereto is predicted upon the utilization of domestic "steel products," then, in addition to all other requirements mandated for performance hereafter in these INSTRUCTIONS TO BIDDERS, and all documents issued in conjunction therewith, the person, corporation, partnership, or other business unit or association to whom the Award and Contract pursuant thereto is issued, shall as a further condition precedent to the obtaining of final payment from Owner, furnish same with a certificate under oath that all "steel products" supplied, delivered or constructed were of domestic origin.

F. The "Buy American Steel" Act of Maryland defines "steel products" as any product: "rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, bessemer, or other steel making process."
SECTION II

INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS

INSTRUCTIONS TO BIDDERS

Prince Georges County Public Schools is soliciting sealed bids from construction firms that meet all pre-requisite qualification criteria stated below for the following projects at the current site of Thomas Johnson MS located at 5401 Barker Place, Lanham, MD 20706:

- HVAC Univent Replacement Project

1. **Required Bidder Qualifications**

   Only Contractors licensed by the State of Maryland and possessing a minimum of five (5) years of experience in successfully executing similar projects for Prince George’s County Public Schools (or other Maryland public school agencies) are eligible to submit bids on this solicitation for consideration of contract award.

   a. Submit three (3) similar projects with three (3) corresponding references as satisfactory evidence of required prior experience with Prince George’s County Public Schools (or other Maryland public school agencies) performing similar projects within the past five (5) years. Respondents shall submit three (3) corresponding references

   Include the following information for each reference/similar project:
   - Firm or Agency Name
   - Project Description
   - List of Services Provided

   b. Submit a notarized statement regarding the firm’s ability to provide the services listed in the scope of services noted in the project specifications as well as the following:

   - List any proposed sub-contractors – Provide relevant summary background.
   - List of proposed personnel – Provide resumes for the proposed key personnel and other employees that will be directly involved in the construction including their applicable project resume.

2. **General Requirements:**

   - General Requirements:
     - Contract(s) is for a base bid.
     - Provide a general net allowance of $250,000 in the base bid. This amount will be utilized for unforeseen conditions to cover extra labor and material costs, if any, and shall be tracked separately from other contract costs.

   - **This Projects IS subject to State Prevailing Wage Scale.**

   - Notice of Award and Notice to Proceed will be issued to the successful awardee.

   - Work shall commence immediately after Notice to Proceed from PGCPS. **(Note: No work of any kind should commence prior to the issuance of a Notice to Proceed).**

   - The project Substantial Completion date for BOTH are **September 1, 2019.**

   - PGCPS reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by
the Contractor, shall be in accordance with the provisions of MD Code Ann., State Finance and Procurement Article §§15-215 through 15-223 and with COMAR 21.10.02.

- Each State funded school construction project must have a construction sign on the site in accordance with the Maryland Public School Construction Program Administrative Procedures Guide (APG), Appendix E (Attached). [http://www.pscp.state.md.us/APG/revisedapgindex.cfm](http://www.pscp.state.md.us/APG/revisedapgindex.cfm)

The Contractor should ensure that project information and current/new Administration details are correct prior to ordering from:

MCE Sign Plant # 111  
C/O Patuxent Institution  
ATTN: Charles Behnke, Plant Manager  
7555 Waterloo Road  
Jessup, MD 20794  
Phone: 410-799-5109 or 410-799-5103  
[cbbehnke@dpcs.state.md.us](mailto:cbbehnke@dpcs.state.md.us)

SPECIAL PROVISIONS

This Contract shall become effective only when PGCPS has received approval of it from the State of Maryland Public School Construction Program. Upon occurrence of this condition, an Officer of PGCPS Department of Purchasing & Supply will advise the Contractor in writing.

This Contract includes the following scope of work for the entire Project.

Provide all labor, material and equipment to fully execute the requirements to furnish, deliver and install in accordance with the Contract Documents. This Contract shall also include, but is not limited to, the items listed below:

1. Licenses, permits, tests, fees, inspections, and warranties required by the Contract Documents and authorities having jurisdiction.

2. Any temporary fire protection during construction required by the Contract Documents and applicable codes for the building.

3. Composite coordinated shop drawings, which shows how your work is to be installed in relation to the work of other trades. Prepare and submit six (6) color sets of dimensioned sleeve drawings, coordinated shop drawings, and reflected ceiling drawings for submission to the architect utilizing AutoCAD 2005 or later. The files shall be electronically transmitted to other trades to facilitate the incorporation of their work. Work installed in conflict with the work of other trades as a result of improper coordination shall be corrected at no cost to PGCPS. This Contractor is to lead the coordination process with work incorporated into the AutoCAD files in the following order: mechanical, plumbing, sprinkler, and electrical.

4. Dimension and layout all openings through the structure required for your work:
   a. For concrete slabs, beams, walls, curbs, etc., furnish and install sleeves. For openings shown on the structural drawings, layout, furnish, and set boxes.
   b. For openings in stone or metal panels, openings are to be marked on the shop drawings.
   c. For openings in steel beams, bracing, etc., openings are to be marked on the shop drawings.
   d. Layout concrete equipment pads and curbs for your equipment.
   e. Patch temporary openings in concrete.

5. Dimension and layout all other openings required for your work.

6. Excavation, backfill, and compaction for your work. Place excess earth spoils in a central location as directed by PGCPS for off-site removal.

7. Furnish and install sleeves for your work.
8. Core drilling if required for your work.

9. Field measure conditions necessary to ensure correct fabrication of materials provided by this Contractor.

10. Furnish and install loose motor starters and starter disconnects for equipment furnished under this Contract and not provided in the motor control centers.

11. Complete electrical grounding of system.

12. Furnish and distribute variable frequency drives (VFD’s) to installation locations. Electrical connections for the variable frequency drives. Furnish and power conductors from the variable frequency drives to the motors.

13. Furnish access panels and doors required to service concealed mechanical work. Access panel and door installation in finish work.

14. Drip pans for your equipment and pipe work, if applicable.

15. Firesafe and seal all penetrations resulting from your work.

16. Coordinate mechanical equipment for fire alarm interface.

17. Tag and identification of your materials and equipment.

18. Complete automatic temperature control system including all wiring not shown on the electrical drawings.

19. Daily clean up of all trash and debris resulting from your work to be placed in your dumpster.

20. Testing, adjusting and balancing. Provide completed reports and required documentation within thirty (30) days of Substantial Completion or sooner. Testing of all equipment installed under this Contract and adjustment so that all systems are left in proper operating condition. Final clean all equipment immediately prior to Substantial Completion.

21. In addition to the requirements of the Contract Documents, coordinate and lead the final check-out of the mechanical systems with PGCPS to assure substantial completion of the mechanical systems at least fifteen (15) days prior to the Contract Substantial Completion date.

22. Demonstration and training for your work in accordance with the Contract Documents, and as required for comprehensive turnover of equipment to the Owner. This includes all audio/video and written instructional materials as required.

23. Time is of the essence in the execution of the work of this Contract. Therefore, sufficient labor and materials must be provided at all times to meet the Job Progress Schedule (hereafter “Schedule”). Contractor shall take whatever steps necessary, including additional manpower, equipment, overtime, shifts, etc., at its sole cost and expense, to perform its work in a time frame and sequence to meet the Schedule and the following milestones:

a. Submittals shall be coordinated with PGCPS. Submittals shall be made in a time frame sufficient to prevent delay or interruption to the work, and in accordance with the Schedule.

b. Materials located in or related to the major equipment work shall be available for delivery by June 1, 2018 with delivery and start of installation as directed by PGCPS. The balance of the materials and equipment shall be available for delivery and start of installation to prevent any delay or interruption to the work and in accordance with the Schedule.

c. Completion on date: September 1, 2019.

d. Installation shall be completed in accordance with the Schedule.
SECTION III

SCOPE OF WORK AND SPECIFICATIONS

THOMAS JOHNSON MIDDLE SCHOOL HVAC UNIVENT REPLACEMENT PROJECT

PSC No. 16.229.16SR

SCOPE OF WORK

The work of the Contract generally includes the demolition of unit ventilators, circulating pumps, air handling units, fin tube radiation, and control system. The systems are generally removed with the exception of the boiler room and the gym. Work includes the installation of new unit ventilators, circulating pumps, air handling units, fin tube radiation, and control system. For Building II, the project will require a new air cooled chiller. Both buildings will require new dual temperature piping loops, pumping and heating water converters. Electrical modifications will include removal of the existing connections and new connections to the new equipment including fire alarm connections. The electrical connections will also include a new service from the BGE transformer underground feeds and switchboard. The emergency service will be upgraded with a new diesel fired generator.

Asbestos abatement shall also be part of the scope of work. Information on required abatement can be found in the Red Book at the school.

SPECIFICATIONS

The Specifications for this quote include:

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
00451 STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT
00452 STATE OF MARYLAND TAX CERTIFICATION
00520 STANDARD FORM OF AGREEMENT - AIA DOCUMENT A101-2007
00600 BID BOND - AIA DOCUMENT A310-2010
00611 PERFORMANCE BOND - AIA DOCUMENT A312 – 2010
00612 PAYMENT BOND - AIA DOCUMENT A312 - 2010
00700 GENERAL CONDITIONS OF CONTRACT- AIA DOCUMENT A201-2007
00800 SUPPLEMENTARY GENERAL CONDITION
01210 ALLOWANCES
01260 CONTRACT MODIFICATION PROCEDURES
01270 UNIT PRICES
01410 REGULATORY REQUIREMENTS
01581 TEMPORARY PROJECT SIGNAGE
Attachment 1 (A) AFFIDAVIT AMENDED VERSION 9.18.08-2 (3)
Attachment 2 (B) MBE PARTICIPATION SCHEDULE REVISED JULY 11, 2011 (2)
Attachment 3 (C) MARCH 2014 OUTREACH EFFORTS COMPLIANCE STATEMENT -1
Attachment 4 (D) MBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

DIVISION 1 - GENERAL REQUIREMENTS
01 10 00 SUMMARY
01 20 00 PRICE AND PAYMENT PROCEDURE
01 30 00 ADMINISTRATIVE REQUIREMENTS
01 32 16 CONSTRUCTION PROGRESS SCHEDULE
01 33 00 SUBMITTAL PROCEDURES
01 40 00 QUALITY REQUIREMENTS
01 50 00 TEMPORARY FACILITIES AND CONTROLS
01 58 01 SIGN MEMORANDUM
01 60 00 PRODUCTS AND SUBSTITUTIONS
01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS
DIVISION 2 – EXISTING CONDITIONS
02 05 00 DEMOLITION
02 41 26 SELECTIVE ELECTRIC DEMOLITION

DIVISION 3 – CONCRETE
03 30 00 CAST-IN-PLACE CONCRETE
03 45 00 PRECAST ARCHITECTURAL CONCRETE

DIVISION 4 – MASONRY
04 05 13 MASONRY RESTORATION
04 20 00 UNIT MASONRY ASSEMBLIES

DIVISION 5 – METALS
05 40 00 COLD-FORMED METAL FRAMING
05 50 00 METAL FABRICATIONS

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES
06 10 00 ROUGH CARPENTRY

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
07 62 00 FLASHING AND SHEET METAL
07 90 05 JOINT SEALERS

DIVISION 8 – OPENINGS
08 80 00 GLAZING
08 91 00 LOUVERS

DIVISION 9 – FINISHES
09 26 00 GYPSUM BOARD ASSEMBLIES
09 51 13 SUSPENDED ACOUSTICAL CEILINGS
09 90 00 PAINTING AND COATING

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING
23 05 00 BASIC HVAC MATERIALS AND METHODS
23 05 16 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING
23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 48 VIBRATION CONTROLS FOR HVAC
23 05 53 IDENTIFICATION FOR HVAC PIPING & EQUIPMENT
23 05 93 TESTING, ADJUSTING & BALANCING FOR HVAC EQUIPMENT
23 07 00 HVAC INSULATION
23 09 23 INSTRUMENTATION AND CONTROLS
23 21 13 HYDRONIC PIPING
23 21 16 HYDRONIC PIPING SPECIALTIES
23 21 23 HYDRONIC PUMPS
23 22 16 STEAM AND CONDENSATE PIPING SPECIALTIES
23 22 16 STEAM AND CONDENSATE PIPING
23 22 23 STEAM CONDENSATE PUMPS
23 31 13 METAL DUCTS
23 33 00 AIR DUCT ACCESSORIES
23 34 23 HVAC POWER VENTILATORS
23 64 26 ROTARY -SCROLL CHILLERS
23 73 13 MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS
23 81 26 SPLIT SYSTEM AIR CONDITIONING UNITS
23 81 29 VARIABLE REFRIGERANT FLOW HVAC SYSTEMS
23 82 23 UNIT VENTILATORS
23 82 36 FINNED-TUBE RADIATION HEATERS
23 82 39 CABINET UNIT HEATERS
DIVISION 26 – ELECTRICAL
26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
26 05 03 EQUIPMENT WIRING CONNECTIONS
26 05 19 LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 28 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33.13 CONDUITS FOR ELECTRICAL SYSTEMS
26 05 33.23 BOXES FOR ELECTRICAL SYSTEMS
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 63 ACCEPTANCE TESTING OF ELECTRICAL SYSTEMS
26 24 16 PANELBOARDS
26 27 26 WIRING DEVICES
26 28 16.19 LOW-VOLTAGE ENCLOSED CIRCUIT BREAKERS
26 29 13 ENCLOSED CONTROLLERS
26 29 23 VARIABLE FREQUENCY CONTROLLERS
26 43 13 SURGE PROTECTIVE DEVICE FOR LOW VOLTAGE POWER CIRCUITS

DIVISION 31 – EARTHWORK
31 10 00 SITE CLEARING
31 20 00 EARTH MOVING

DIVISION 32 – EXTERIOR IMPROVEMENTS
32 31 13 CHAIN LINK FENCES AND GATES
32 90 00 PLANTING
32 92 00 TURF AND GRASSES

DIVISION 33 – UTILITIES
33 71 19 ELECTRICAL UNDERGROUND DUCTS
SECTION IV

BID FORM

Thomas Johnson Middle School HVAC Univent Replacement Project

PSC No. 16.229.16 SR

BIDDER: ____________________________________________________________________________________________

DATE: _______________________________________________________________________________________________

A. The total BASE BID, including the cost of all work and the cost of Builder’s All Risk Insurance, which shall be provided separately as informational prices. Please Note: Base bid must include taxes. Vendors are not allowed to submit invoice separately for taxes paid for supplies.

Base Bid: (in words)________________________________________ Total $________

Cost of Builder’s All Risk Insurance (included in above base bid):______________ Total $________

Allowance (included in above base bid):__________________________ Total $____ 250,000.00

B. COMPLETION DATE

I/We agree to erect and achieve substantial project completion no later than September 1, 2019. Please note the project will not be considered substantially complete until commissioning and training has occurred with PGCPS staff.

C. AFFIDAVIT

______________________________________________ being first duly sworn deposes and says that he is an officer in the building construction organization known as __________________________________________, and the party making a certain proposal or bid dated ________________________, to the Board of Education of Prince George’s County for the Thomas Johnson MS Univents Replacement Project located at 5401 Barker Place, Lanham, MD 20706 and that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Prince George’s County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

x___________________________________

(Bidder if the bidder is an individual)

x___________________________________

(Bidder if the bidder is a partnership)

x___________________________________

(Bidder if the bidder is a corporation)

Subscribed and sworn before me this ___day of _______.

x___________________________________

Notary Public

My commission expires: _________________________.
SECTION V
ADDENDA ACKNOWLEDGEMENT

Please complete and return with your bid response (if applicable).

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1 - Date Received _________
Addendum #2 - Date Received _________
Addendum #3 - Date Received _________
Addendum #4 - Date Received _________
Addendum #5 - Date Received _________

________________________________________________________________________
Signature
________________________________________________________________________
Title
________________________________________________________________________
Vendor Name
________________________________________________________________________
Email
________________________________________________________________________
Contact Name and Phone Number
**AFFIDAVIT**

*This document shall be completed, signed by an authorized company official and submitted with your proposal response.*

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**FOR MINORITY USE ONLY**

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**INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:**

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**AFFIDAVIT I**

The Contractor, his agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, not have thy colluded with anyone for and on behalf to the contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of the Board of Education Prince George’s County Public Schools, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Board, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Board received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Board in connection with this contract, job, work, or service for the Board, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Board have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with the Board have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Board under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction. I acknowledge that this Affidavit is to be furnished to the Board. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Board. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Board may terminate any contract awarded, and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

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<th>Printed Name</th>
<th>Title- Authorized Official</th>
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If a corporation, it was organized under the laws of the state of, in the year _______ a partnership, list names of partners _________.
I. **PURPOSE**: To fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum State goal of 29 percent and the Board of Education of Prince George’s County (the Board) goal of an additional 1 percent for a total of 30 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

This Minority Business Enterprise Procedure is applicable to all public school construction projects approved for partial State funding through the State Public School Construction Program.

II. **BACKGROUND**: In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State’s Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government’s total dollar value of procurement contracts for purchases and/or contracts shall be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2013, the goal was increased to 29 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 4 percent for certified Asian American-owned businesses.

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

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

III. **OVERVIEW**: This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.
Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

IV. **DEFINITIONS:**

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)

4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business. Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

   a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner’s control thereby preventing the minority owner from making those decisions which affect the destiny of a business;

   b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner’s control, such as, but not limited to:

      1) Authority to sign payroll checks and letters of credit;
      2) Authority to negotiate and sign for insurance and/or bonds;
3) Authority to negotiate for banking services, such as establishing lines of credit; and
4) Authority to negotiate and sign for contracts.

c. Agreements for support services that do not lessen the minority owner’s control of the company are permitted as long as the disadvantaged or minority business owner’s authority to manage the company is not restricted or impaired.

5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:

   - African Americans;
   - American Indian/Native Americans;
   - Asians;
   - Hispanics;
   - Physically or mentally disabled individuals;
   - Women; or
   - A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.

7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

   a. The minority owner should have experience in the industry for which certification is being sought; and
   b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the
minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.

8. **Ownership**, as defined by MDOT, means that:
   
a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
   
b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person’s ownership interest.

9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person’s interest must be at least 51 percent of the partnership capital.

10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at $1,500,000, above which an individual may not be found to be socially and economically disadvantaged.

11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.
V. MBE GOAL SETTING PROCEDURES:

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.

2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.

3. Race-based measures include setting an overall MBE goal and MBE sub goals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.

4. The overall MBE goal and the sub goals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
   a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
   b. A determination of the number of certified MBEs that potentially could perform the identified work;
   c. The geographic location of the project in relationship to the identified certified MBEs;
   d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or sub goals for similar construction projects or work in the jurisdiction;
   e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
   f. Any other activities or information that may be identified as useful and productive.

5. The LEA staff, including the MBE liaison, procurement personnel, and project staff, as well as the project architect and cost estimator should consider the factors cited in 4 above when establishing the MBE goal and sub goals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.

6. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or sub goals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (29%) overall, with 7% from African American-owned businesses and 4% from Asian American-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or sub goals will be set for a specific project or the segmented piece of the project.
7. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor’s Office of Minority Affairs.

8. The basis and rationale for establishing the MBE goal and subgoals, if applicable, should be summarized and recorded and submitted in written form to the PSCP for review at the same time that the Construction Documents are submitted to the State for review.

9. For those projects that do not require a Construction Document submission and are over $50,000, the basis and rationale for establishing the MBE goal and subgoals, if applicable, should be summarized and recorded and submitted in written form to the PSCP for review at the same time that the project is released for bids or proposals are solicited.

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

   ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

   ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

   ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.

   ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA’s website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.

11. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System (“NAICS”) Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm’s NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.

VI. **IMPLEMENTING PROCEDURES - $50,000 OR LESS:**

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

1. A MBE goal and/or MBE sub goals are not required to be set for contracts that are anticipated to be for $50,000 or less.

2. All advertisements, solicitations, and solicitation documents shall include the following statement:

   "Certified Minority Business Enterprises are encouraged to respond to this solicitation."

3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.

4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor’s Office of Minority Affairs at the same time the advertisement for the solicitation is released.

5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor’s Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association’s members may be initiated to justify continuation of this service.

7. Minority Business Enterprise forms identified in Section VII of this procedure for projects over $50,000, are not required to be submitted for these projects ($50,000 or less).

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

9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.

10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor’s final requisition for payment.
For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
   
   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."

   b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ____ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.”

   c. If sub goals have been established for this project then one of the following should be included:

      1) “The sub goals established for this project are ____ percent from African American-owned businesses and _____ percent from Asian American-owned businesses.”

      2) “The sub goal established for this project is ____ percent from African American-owned businesses.”

      3) “The sub goal established for this project is ____ percent from Asian American–owned businesses.”

   d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment 1 (State Attachment A) - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment 2 (State Attachment B) - MBE Participation Schedule, as described in the solicitation documents.

   e. If there is no overall MBE goal or MBE sub goals established for the project, then only 1.a. above is to be included.

2. Other Advertisement and Outreach Requirements

   a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.

   b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor’s Office of Minority Affairs at the same time the advertisement for the solicitation is released.
c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor’s Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association’s members may be initiated to justify continuation of this service.

d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and sub goals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly 1(A), 2(B), and 3(C); and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.

e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBES and MBE associations, upon request.

f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project’s MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.

3. All Solicitation Documents Shall Include the Following

a. “Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.”

b. “The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of ___ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of ___ percent from certified African American-owned businesses, a minimum of ___ percent from certified Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and sub goals, if applicable, from certified MBES.” Note: see VII.1.c. above for variations that may be required.
c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment 1 (State Attachment A) - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment 2 (State Attachment B) - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

1) Attachment 1 (State Attachment A) and Attachment 2 (State Attachment B) shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.

2) As an alternative, and at the discretion of the school system, Attachment 1 (State Attachment A) could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment 2 (State Attachment B), in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid and proposal and the envelope with Attachment 2 (State Attachment B) will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment 2 (State Attachment B), prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.

d. The submittal of a completed and signed Attachment 1 (State Attachment A) - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment 2 (State 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 sub goals, if applicable, for the specific project.

1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 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.

2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.
e. The bidder or offeror must check one of the three boxes on Attachment 1 (State 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 sub goals, 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.

f. The bidder or offeror must submit Attachment 2 (State 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 2 (State 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.

g. Attachment 2 (State Attachment B) should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment 2 (State 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.

h. If a request for a waiver has been made, the appropriate box on Attachment 1 (State 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.

i. 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 4 (State 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 2 (State Attachment B) - MBE Participation Schedule and Attachment 3 (State 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.

4. Waiver Procedures

a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or sub goals, 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 1 (State 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 sub goals, if applicable, from certified African American-owned businesses and/or from certified Asian American-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 3 (State Attachment C) - Outreach Efforts Compliance Statement, Attachment 5 (State Attachment E) - Minority Subcontractors Unavailability Certificate, and Attachment 6 (State Attachment F) - MBE Waiver Documentation which shall include the following:

1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) 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.

c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment 4 (State 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 2 (State Attachment B) or the revised Attachment 2 (State Attachment B).

d. A waiver of an MBE contract goal or sub goal, if applicable, may be granted by the school system only upon receipt of Attachment 3 (State Attachment C) - Outreach Efforts Compliance Statement, Attachment 5 (State Attachment E) - Minority Subcontractors Unavailability Certificate, and Attachment 6 (State Attachment F) - MBE Waiver Documentation as described above in items 1) through 9).

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

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

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

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

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

6) When a waiver is granted, a copy of Attachment 5 (State Attachment E) - 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.

5. All Contracts Shall Include the Following

a. “The contractor shall perform the contract in accordance with the representations made in Attachment 1 (State Attachment A) - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment 2 (State 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 2 (State 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 2 (State 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 sub goals, 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 sub goals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or sub goals, 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 Attachment 8 (State Attachment H), 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 2 (State Attachment B) – MBE Participation Schedule should be included on Attachment 8 (State Attachment H) 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 payment(s) to any MBE was below the level of commitment at the time of contract award.

6. Projects Utilizing a Construction Manager Delivery Method

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

a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and sub goals, if applicable, for the project as presented below.

b. The MBE liaison and other school system staff should work with the project’s construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and sub goals, if applicable, for each specific bid or proposal package.

c. The overall MBE goal and sub goals, if applicable, for the project shall represent the aggregate of the individual goals and sub goals, if applicable, set for each bid or proposal package.

d. In setting the specific goals and sub goals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in Section V MBE Goal Setting Procedures should be consulted and followed for these types of projects.

e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system’s
The representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and sub goals, if applicable, for each solicitation package. This would include the overall MBE goal and sub goals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and sub goals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.

g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of Attachments 1 (State Attachment A) and 2 (State Attachment B) as described above in Section VII, this includes the documentation for a request for a waiver, if applicable and appropriate.

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

a. The solicitation should be prepared and the overall MBE goal and sub goals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.

b. If an overall goal and sub goals, if applicable, are set the bidders or offerors would be required to submit Attachment 1 (State Attachment A) - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.

c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the
contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.

d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment 2 (State Attachment B) - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.

e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.

f. The contractor shall complete the Standard Monthly Contractor’s Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment 2 (State 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.

g. At the completion of the contract period or the full utilization of the contract’s value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.

8. Projects Utilizing the Design/Build Delivery Method

a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and sub goals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section V above should be utilized for these types of projects.

b. The bidders or offerors should be required to submit Attachment 1 (State Attachment A) - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their
understanding of the MBE goal and sub goals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.

c. If the bidder or offeror, who is to be awarded this contract, has indicated that they do not anticipate achieving the overall MBE participation goal and sub goals, if applicable, for this project on Attachment 1 (State Attachment A), then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.

d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.

e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.

f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment 2 (State Attachment B) - MBE Participation Schedule to the LEA for their review and approval.

g. If the team had indicated on Attachment 1 (State Attachment A) that they would meet the goals and the information on Attachment 2 (State Attachment B) indicates that they did meet the goals then the team should proceed with the construction of the project.

h. If the team had indicated on Attachment 1 (State Attachment A) that they did not anticipate meeting the overall MBE goal and sub goals, if applicable, or only a portion of the goal and sub goals, if applicable, then Attachment 1 (State Attachment A) should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.

i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and sub goals, if applicable, established for the project and as stated on Attachment 1 (State Attachment A), and previously submitted.

j. If a request for a waiver is made and approved, Attachment 6 (State Attachment F) – MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the
Governor’s Office of Minority Affairs.

k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.

1. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section VII.

VIII. LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful bidder accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, they shall be subject to the payment of liquidated damages as stated in the bid document.

### Liquidated Damages Schedule - Amount Per Day

<table>
<thead>
<tr>
<th>Amount Range</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000 and under</td>
<td>$100.00</td>
</tr>
<tr>
<td>$25,000 - $100,000</td>
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<tr>
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<td>$2,000.00</td>
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<tr>
<td>$15,000,000 and More</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

Liquidated Damages Provision for State Funded Contracts Containing Minority Business Enterprise Participation Goals:

Liquidated Damages. This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated
damages to the State at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Board is anticipated to incur as a result of such violation.

a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $_____ per day until the monthly report is submitted as required.

b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $ ____ per MBE subcontractor.

c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: $_____ per day until the undisputed amount due to the MBE subcontractor is paid. This section does not apply to contracts that are subject to section 15-226 of the State Finance and Procurement Article – Construction Contracts – Prompt Payment of Subcontractors.

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

IX. **RECORDS AND REPORTS:**

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:

   a. The contractor report submitted at the completion of the project;
   b. The identity of the minority contractors employed on the project;
   c. The type of work performed;
   d. The actual dollar value of the work, services, supplies or equipment; and
   e. The MBE percentage of the total contract.
2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or sub goals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the Board of Education.

3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment 7 (State Attachment G) in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.

4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment 8 (State Attachment H) of this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

5. Each fiscal year end, PSCP Fiscal Services will create a report “Payments Made to Contractors during The Fiscal Year” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

6. Each fiscal year end, PSCP Fiscal Services will create a report “Projects Completed during the Fiscal Year” and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and sub goals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

X. MONITORING:

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.

2. The LEA’s procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.

4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.

5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

XI. MINORITY BUSINESS ENTERPRISE LIAISON:

1. The Chief Executive Officer shall designate an individual to be identified as the MBE Liaison for the school system.

2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor’s Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.

3. The Chief Executive Officer will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.

XII. RELATED PROCEDURES: Administrative Procedure 3325, Minority Business Enterprise Procurement Procedures.

XIII. MAINTENANCE AND UPDATE OF THESE PROCEDURES: These procedures originate with the State of Maryland Public School Construction Program and will be reviewed and updated by the Department of Purchasing and Supply as the need may develop.

XIV. CANCELLATIONS AND SUPERSEDESES: This Administrative Procedure cancels and supersedes Administrative Procedure 7419, dated July 1, 2014.


Attachments:

1. Certified Minority Business Enterprise Utilization and Fair Participation Affidavit;
2. Minority Business Enterprises Participation Schedule;
3. Minority Business Enterprises Outreach Efforts Compliance Statement;
4. Minority Business Enterprises Subcontractor Project Participation Statement;
5. Minority Subcontractor Unavailability Certificate;
6. Minority Business Enterprise Waiver Documentation;
7. Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment;
8. Close Out Cost Summary

**Distribution:**
Lists 1, 2, 3, 4, 5, 6, 10, and 11
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 ____ %.
- The subgoals, if applicable, of:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified Asian-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 (STATE 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 [State Attachment A] the MBE Participation Schedule [State 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 [State Attachment A] the MBE Participation Schedule [State 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 Asian-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit MBE Waiver Documentation [State Attachment F] (with supporting documentation).
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 [State Attachment A] the MBE Participation Schedule [State 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 [State 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 (State Attachment C)
- Subcontractor Project Participation Statement (State Attachment D)
- Minority Subcontractors Unavailability Certificate (State 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/Offeror Name  Affiant Signature

____________________________  ______________________________
Address  Printed Name & Title

____________________________  ______________________________
Address (continued)  Date
STATE 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.

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<th>1. Prime Contractor’s Name</th>
<th>2. Prime Contractor’s Address and Telephone Number</th>
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<th>3. Project/School Name</th>
<th>4. Project/School Location</th>
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<th>6. Base Bid Amount $</th>
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<th>MDOT Certification Number</th>
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<th>Work to be Performed and Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
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<th>Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
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<th>7c. Minority Firm Name</th>
<th>Minority Firm Address</th>
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<th>Subcontract Dollar Amount</th>
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<th>8. MBE Total Dollar Amount</th>
<th>9. Total MBE Percent of Entire Contract</th>
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<tr>
<th>10. Form Prepared by:</th>
<th>11. Reviewed and Accepted by Board of Education MBE Liaison</th>
</tr>
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<tbody>
<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>Title</td>
<td>Title</td>
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<tr>
<td>Date</td>
<td>Date</td>
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</table>

Total MBE Participation: % $ 
Total African-American MBE Participation: % $ 
Total Asian-Owned MBE Participation: % $ 
Total Other Participation: % $ 

June 2008
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.

_________________________________  By: ________________________
Bidder/Offeror Name

_________________________________   _________________________
Address       Name, Title

_________________________________   __________________________
Date
MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: __________________________________________________________

PROJECT/ SCHOOL LOCATION: ____________________________________________________

LEA: _______________________________________________________________________

NAME OF PRIME CONTRACTOR: _________________________________________________

NAME OF MBE SUBCONTRACTOR: ______________________________________________

MDOT Certification Number

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 an Asian Owned Business Firm: Yes _______ No _______

8. This is an American Indian, Hispanic, Woman 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: __________________________

June 2008
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 ________________________________
STATE 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 Asian-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

<table>
<thead>
<tr>
<th>Minority Group</th>
<th>MBE GOAL</th>
<th>Actual MBE Dollar Participation</th>
<th>Request For Waiver</th>
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<tbody>
<tr>
<td></td>
<td>Percent of Total Contract</td>
<td>Dollar Value of Total Contract*</td>
<td>Dollar Value</td>
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<tr>
<td>a. Sub Goal African American</td>
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<td>b. Sub Goal Asian</td>
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<tr>
<td>c. Other * in Sub Goal group a/b above</td>
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<td>TOTALS</td>
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* with accepted/rejected alternates
To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor’s efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to 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)

MBE Request For Waiver Master Form (July 2002)
<table>
<thead>
<tr>
<th>Name of MBE Sub-Contractor</th>
<th>MDOT Certification Number and Classification</th>
<th>TOTAL MBE Contract Amount</th>
<th>Amount to be Paid THIS Requisition</th>
<th>TOTAL Paid to Date</th>
<th>MBE has Received FINAL Payment?</th>
<th>If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE</th>
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**TOTAL:** \$ - \$ - \$ -

**MDOT Certification Number and Classification** can be located at [http://mbe.state.mdot.state.md.us/directory/](http://mbe.state.mdot.state.md.us/directory/)

**MBE Classification:**
- African American = AA
- Hispanic American = H
- Native American = N
- Asian American = A
- Women = W
- African American/Women = AAW
- Hispanic American/Women = HW
- Native American/Women = NW
- Asian American/Women = AW

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

________________________________________  __________________________________________
Name of Contractor Firm                    Authorized Contractor Signature/Date

________________________________________  __________________________________________
Contractor Federal Tax ID #                Contractor MBE Classification # (if applicable)

Revised March 2013
Instructions for Completion of IAC/PSCP Form 306.4 Page 3

THIS FORM TO BE COMPLETED BY PRIME CONTRACTOR ONLY

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

LEA: ___________________________  DATE: ____________

SCHOOL NAME: ___________________  PSC #: ____________

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I hereby certify that the data shown hereon is correct and request this project be closed.

__________________________________________
Signature of LEA Representative

FOR STATE USE ONLY

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June 2008
REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Pershe Drayton - Procurement Officer
P.G.C.P.S.
13300 Old Marlboro Pike
Upper Marlboro, MD 20772

Re: Thomas Johnson MS Systemic - Univents Replacement
Project No: 16.229.16 SR

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor
Prevailing Wage Unit
The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to https://www.dllr.state.md.us/prevwage and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at didliprevailingwage-dllr@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are $10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person’s wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the DLLR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry’s designee.

**Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.
Penalty - Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a person that violates this section a civil penalty of up to $50.00 per violation.

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic’s work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor, Licensing and Regulation (DLLR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

IMPORTANT: Please note that the obligations under this law will become effective on JULY 1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at dlliprevailingwage-dllr@maryland.gov or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Training
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.
The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2016 for Prince Georges County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

**Note: If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dllr.state.md.us.

Name and Title of Requesting Officer: Pershey Drayton - Procurement Officer

Department, Agency or Bureau: P.G.C.P.S.

13300 Old Marlboro Pike Upper Marlboro, MD 20772

Location and Description of work:
Prince Georges County: Replacing Univents

Date of Issue: Mar 15, 2017

### BUILDING CONSTRUCTION

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<td>$22.67</td>
<td>$7.65</td>
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<tr>
<td>TRUCK DRIVER - FLATBED</td>
<td>$21.00</td>
<td>$6.08</td>
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<td>TRUCK DRIVER - LOWBOY</td>
<td>$26.70</td>
<td>$0.00</td>
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<td>TRUCK DRIVER - TACK/TAR TRUCK</td>
<td>$16.00</td>
<td>$0.00</td>
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<td>TRUCK DRIVER - TANDEM</td>
<td>$21.00</td>
<td>$0.00</td>
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<tr>
<td>TRUCK DRIVER - TRACTOR TRAILER</td>
<td>$20.00</td>
<td>$6.08</td>
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<tr>
<td>TRUCK DRIVER - WATER</td>
<td>$17.00</td>
<td>$0.00</td>
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</tbody>
</table>

LABORER GROUP II

| LABORER - ASPHALT RAKER                      | $19.92 | $2.94 |
| LABORER - COMMON                             | $19.92 | $2.94 |
| LABORER - CONCRETE PUDDLER                  | $19.92 | $2.94 |
| LABORER - CONCRETE TENDER                   | $19.92 | $2.94 |
| LABORER - CONCRETE VIBRATOR                 | $19.92 | $2.94 |
| LABORER - DENSITY GAUGE                     | $19.92 | $2.94 |
| LABORER - FIREPROOFER - MIXER               | $19.92 | $2.94 |
| LABORER - FLAGGER                           | $19.92 | $2.94 |
| LABORER - GRADE CHECKER                     | $19.92 | $2.94 |
| LABORER - HAND ROLLER                       | $19.92 | $2.94 |
| LABORER - JACKHAMMER                        | $19.92 | $2.94 |
| LABORER - LANDSCAPING                       | $19.92 | $2.94 |
| LABORER - LAYOUT                            | $19.92 | $2.94 |
| LABORER - LUTEMAN                           | $19.92 | $2.94 |
| LABORER - MORTAR MIXER                      | $19.92 | $2.94 |
| LABORER - PLASTERER - HANDLER               | $19.92 | $2.94 |
| LABORER - TAMPER                            | $19.92 | $2.94 |

LABORERS GROUP I

| LABORER - AIR TOOL OPERATOR                 | $19.00 | $1.75 |
| LABORER - ASPHALT PAVER                     | $19.00 | $1.75 |
| LABORER - BLASTER - DYNAMITE                | $19.00 | $1.75 |
| LABORER - BURNER                            | $19.00 | $1.75 |
| LABORER - CONCRETE SURFACER                 | $19.00 | $1.75 |
| LABORER - HAZARDOUS MATERIAL HANDLER        | $19.00 | $1.75 |
| LABORER - MASON TENDER                      | $19.00 | $1.75 |
| LABORER - PIPELAYER                         | $19.00 | $1.75 |
| LABORER - SCAFFOLD BUILDER                  | $19.00 | $1.75 |

FRINGE REFERENCES AS NOTED:


b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
   2 years service - 2 weeks paid vacation;
   10 years service - 3 weeks paid vacation.
These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds $500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

**Modification Codes:**

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see [http://www.census.gov/datamap/fipslist/AllSt.txt](http://www.census.gov/datamap/fipslist/AllSt.txt)

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dllr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.
# PGCPS Pre-Qualified Asbestos Abatement Contractors

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;I, Inc.</td>
<td>8301B Pulasky Highway, Baltimore, MD 21237</td>
<td>410.238.3020</td>
<td>410.238.3024</td>
<td><a href="mailto:mike@aandinc.com">mike@aandinc.com</a></td>
</tr>
<tr>
<td>Bristol Environmental</td>
<td>9100 Yellow Brick Road, Suite E, Baltimore, MD 21237</td>
<td>410.682.3201</td>
<td>410.682.3205</td>
<td><a href="mailto:spdanner@beigroup.com">spdanner@beigroup.com</a></td>
</tr>
<tr>
<td>ACM Services, Inc.</td>
<td>12033 Parklawn Drive, Rockville, MD 20852</td>
<td>301.230.2822</td>
<td>301.322.1449</td>
<td><a href="mailto:thom@acmservices.com">thom@acmservices.com</a></td>
</tr>
<tr>
<td>Colt Insulation, Inc.</td>
<td>2901 Dede Road, Suite B, Finksburg, MD 21048</td>
<td>410.833.3383</td>
<td>410.833.3389</td>
<td><a href="mailto:dpaetow@colt-ins.com">dpaetow@colt-ins.com</a></td>
</tr>
<tr>
<td>Asbestos Specialists, Inc.</td>
<td>7585 Washington Boulevard, Suite 104, Elkridge, MD 21075</td>
<td>410.796.5379</td>
<td>410.796.2849</td>
<td><a href="mailto:davidp@asiabatement.com">davidp@asiabatement.com</a></td>
</tr>
<tr>
<td>Retro Environmental, Inc.</td>
<td>5301 Enterprise Street, Suite D, Sykesville, MD 21784</td>
<td>410.552.9301</td>
<td>301.552.9305</td>
<td><a href="mailto:info@retroenviroinc.com">info@retroenviroinc.com</a></td>
</tr>
<tr>
<td>Barco Enterprises, Inc.</td>
<td>11200 Pulaski Highway, White Marsh, MD 21162</td>
<td>410.335.0660</td>
<td>410.335.0790</td>
<td><a href="mailto:barco@barcoenterprises.com">barco@barcoenterprises.com</a></td>
</tr>
<tr>
<td>SandDow Construction, Inc.</td>
<td>3610 East Street, Landover, MD 20785</td>
<td>301.322.1446</td>
<td>301.322.1449</td>
<td><a href="mailto:info@sandowconstruction.com">info@sandowconstruction.com</a></td>
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</tbody>
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