



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

## NOTICE TO BIDDERS

On-Call Multistep Playground Equipment, Installation & Surfacing  
RFP #105.23.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
On-Call Playground Equipment, Installation & Surfacing, RFP #105.23.B4

The Howard County Public School System invites you to participate in a multi-step RFP for On-Call Playground Equipment, Installation & Surfacing.

RFP documents may be obtained on **May 19, 2023** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).

**Proposal Due:** To be considered for this Contract, bidders must submit a Technical Offer in accordance with the RFP documents. Technical Offers shall be submitted in a sealed envelope clearly marked "**Technical Offer**", "**Playground Equipment, Installation & Surfacing**" "**Bid #105.23.B4**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **June 13, 2023 at 10:00 A.M.** Late Proposals will not be accepted. It is the bidder's responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

**The Pre-bid Meeting ; will be held on May 31, 2023 at 10:00 A.M.** the Pre-bid meeting will be held Via Tele-Conference. To view the virtual public Pre-bid conference call/video please copy the following link into the address bar of your web browser:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_N2YyNTUzZmMtZDA0OC00NWM0LWFkNmQtZmYyMzc2NDEwOTcx%40thread.v2/0?content=%7b%22Tid%22%3a%2296a9ac4c-477e-4dad-a2b2-8ad3fc46790b%22%2c%22Oid%22%3a%223bda6dde-89df-46e2-8e1a-c1fc2117b858%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2YyNTUzZmMtZDA0OC00NWM0LWFkNmQtZmYyMzc2NDEwOTcx%40thread.v2/0?content=%7b%22Tid%22%3a%2296a9ac4c-477e-4dad-a2b2-8ad3fc46790b%22%2c%22Oid%22%3a%223bda6dde-89df-46e2-8e1a-c1fc2117b858%22%7d)

If you do not have Microsoft Teams installed on your computer, click on the button to view from your web browser."

If you prefer to access the meeting by phone then please call 1-301-960-8312, the conference ID: 921 244 805#

The HCPSS staff will explain the scope of the contract and answer questions about the RFP to assist you in understanding the requirements and preparation of the submission. Attendance is strongly recommended.

**All questions** shall be directed, in writing, no later than **2:00 P.M., April 7, 2017** to Mr. Robert Gill, Procurement Manager, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org). The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

**Addenda:** It is the potential bidder's sole responsibility to regularly visit the HCPSS Purchasing website [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/) to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to acknowledge any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

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

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

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Robert B. Gill, CPPB, CPPO  
Procurement Manager



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

**NO BID REPLY FORM**

Sealed Bid For: On-Call Playground Equipment, Installation & Surfacing

RFP Number: 105.23.B4

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

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

\_\_\_\_\_ 2. We do not feel we can be competitive.

\_\_\_\_\_ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

\_\_\_\_\_

\_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.

\_\_\_\_\_ 6. Other: \_\_\_\_\_

\_\_\_\_\_

**On-Call Multistep Playground Equipment, Installation & Surfacing  
BID # 105.23.B4**

**HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike  
Ellicott City, Maryland 21042**

**ISSUE DATE:** May 19, 2023

**SEALED BID FOR:** On-Call Multistep Playground Equipment, Installation & Surfacing

**BID NUMBER:** Bid # 105.23.B4

**PRE-BID DATE:** May 31, 2023

**PRE-BID TIME:** 10:00 A.M.

**PRE-BID LOCATION:** The Pre-bid meeting will be held Via Tele-Conference call. To access the Tele- Conference please follow the instructions in the Notice to Bidders.

---

**QUESTIONS DUE**

June 2, 2023 at 10:00 AM,

in writing Submit To: Robert Gill at [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

\*\* As necessary an addendum will be issued after the due date above to address any questions.

---

**BID DUE DATE/TIME:** June 13, 2023 at 10:00 AM – See Notice to Bidders for Submission Instructions

**BUYER:** Mr. Robert Gill  
email: [Robert\\_Gill@hcpss.org](mailto:Robert_Gill@hcpss.org)

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

ON-CALL PLAYGROUND EQUIPMENT,  
INSTALLATION AND SURFACING

RFP #105.23.B4

I. INSTRUCTIONS TO BIDDERS

A. OBJECTIVES

1. The objective of this Request for Multi Step On-call RFP process is for The Board of Education of the Howard County Public School System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to establish an On-Call list of approved contractors that are qualified to provide all labor and material for the installation of new play systems and protective surfacing projects for the school systems annual playground requirements in accordance with these documents and current codes. Play systems shall include playground equipment, installation, Play Matta or equivalent per document specifications. Surfaces shall include asphalt subsurface. Manufacturer of surface may specify stone base subsurface which is unacceptable to HCPSS.
2. The Contractor shall provide all material, equipment, labor, and technical supervision required to perform the installation of playground equipment, subsurface and surface per the requirements of the HCPSS.
3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.

B. CONTRACT PERIOD

1. Any resulting contract(s) shall commence upon award of contract and shall be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending the successful performance of the Contractor(s) and available funding.

C. CONTRACT DOCUMENTS

1. Contract Documents consist of The General Provisions of RFP Proposal, the Procurement Specifications, the 100% RFP documents and any applicable drawings and addenda issued.
2. Upon completion of the Technical Evaluation, which is anticipated to take two to three weeks from the submission date listed in this document, those Bidders that achieve the required Minimum (70%) or better Technical score will have their designs reviewed by the Design Committee for final design selection by category. Those approved bidders and their approved designs will then be recommended at the next Board meeting for the On-call Playground Equipment Installation an Protective Surfacing contract(s) for future as need projects as outlined in this document. Successful respondents will be notified upon final Board approval.

All of these materials and documents associated to this solicitation will be included in the Contract(s) which The Board of Education awards as a result of this solicitation and will become the contract for any future projects awarded to

firms under this On-Call contract. The Bidder, by submitting its Proposal, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

D. INSTRUCTIONS FOR SUBMITTAL OF MULTI STEP RFP

1. For detailed information on preparation and submittal of Multi Step RFP, see Section II. Multi Step Bid, Forms and Evaluation.

E. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Robert B. Gill  
(410) 313-4584  
[robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

- b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer.

F. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager, Mr. Charles Nethken, Grounds Services, [charles\\_nethken@hcpss.org](mailto:charles_nethken@hcpss.org) or (410) 313-6739, shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications on projects are to be directed to the Contract Managers (or designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the Purchasing Office confirming this additional work and the applicable additional cost.

G. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Technical Offer, please direct all questions in writing to Mr. Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org) of the Issuing Office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

H. DUE DATE AND TIME

1. **One Original (Marked Original), plus five (5) copies (Marked Copy) for a total of six (6), of a Bidder's Technical Offer in this Multi Step On-Call RFP Proposal must arrive at the Purchasing Office by the time, date and location specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as Manufacturer's materials or brochures they must attach a copy of all the supplemental materials to each of the six technical offers mentioned above (1 original and 5 copies).**

2. RFP proposals are to be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike , Ellicott City, Maryland 21042.
3. Bidders mailing Multi Step RFPs (Technical Offers) shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Multi Step RFP or unsolicited amendments to Multi Step RFP arriving after the due date and time will not be considered.
4. LATE PROPOSALS CANNOT BE ACCEPTED. Any Proposals received after the time and date specified, or at a different location will not be opened or given any consideration. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Proposals delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

I. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled RFP due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date RFP.s are due, the RFP date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, RFP's will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

J. BASIS FOR AWARDING BIDS

1. Contract award will be made by the Board of Education to the responsible Bidder(s) who conforms to the specifications, offers a cost effective design to meet budgetary constraints and offers a design that, as evaluated by the school system's Playground Committee, most reflects the criteria for award as set forth in this document.
2. The technical portion of the proposal will be the most important consideration in making the award. Therefore, the proposal should contain the necessary requirements as specified herein. The merits of each proposal will be evaluated in accordance with the terms of the requirements and in relation to the criteria listed below.
  - a) Safety/age appropriateness
  - b) Challenge level
  - c) Play/traffic patterns
  - d) Upper body skills
  - e) maintenance requirements
  - f) Cost effective design
  - g) Adherence to specifications and requirements
3. It is the school systems intent to award three (3) or more designs for the K-Area (Ages 2-5) and three (3) or more designs for the Grade Area (Ages 5-12). Bidders shall be required to provide Protective surface, Play Matta or approved substitute equivalent. Awarded vendors will be placed on an HCPSS approved On-Call vendor list for Playground Equipment and Installation. Vendors on this list will be requested to provide quotes for future projects on an as need basis

and at the best interest of HCPSS. It is the school systems intent to award at least 2 or more vendors for this On-Call contract.

4. The Howard County Public School System reserves the right to make an award of the bid for all items, group by group, item by item, any parts, in full, to one or more Bidders, or no award at all, as set forth in detail under the information furnished in this document. HCPSS further reserves the right to consider information other than price when evaluating bids. HCPSS may evaluate bids against sample projects selected by the Purchasing Office.
5. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
6. The Board of Education of Howard County reserves the right to reject any or all Proposals, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

K. BRAND NAME OR EQUAL

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Proposals will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the proposal.
2. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a Proposal on the exact item specified.
3. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

L. PROPOSED SUBSTITUTIONS

1. Bidders bidding on a substitute MUST submit product literature with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Proposals received for items without the required literature will not be considered responsive.
2. Failure to submit the above required information may result in rejection of the Proposal.
3. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserve the right to reject any or all proposals or waive any informality which may appear to be in its best interest.



M. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.
3. Price increase requests will not be considered if not accompanied with the proper information.

N. SITE INVESTIGATION

1. By submitting a bid the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.

O. PERFORMANCE AND LABOR AND MATERIALS BONDS

1. This paragraph only applies to the On-Call Contractor(s) selected as a result of this procurement. The Awarded Contractor(s) shall furnish a 100% Performance and Labor and Materials Bond for any projects that exceed \$25,000 during the term of the contract.
2. Bonds shall be written by an "A"-rated bonding company and on the United States Treasury List to provide bonds for the Federal Government, licensed to do business in the state of Maryland and otherwise acceptable to The Howard County Public School System. Bonds shall be executed on AIA Document A312, or a bonding form approved by the HCPSS.
3. Bidders shall enclose a letter from its bonding company stating its willingness to provide the Bidder with Performance, and Labor and Materials bonds.

P. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a Multi Step RFP in the interest of the Board.

- Q. BIDS FIRM FOR 120 DAYS
1. Proposal prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.
- R. LICENSES AND QUALIFICATIONS
1. Bidders must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their technical offer.
  2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.
- S. CLARIFICATIONS AND ADDENDA
1. Should a Bidder find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
  2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).
  3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their Proposal and acknowledge receipt of said addenda on the proper proposal form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her proposal submittal.
  4. The Bidder shall acknowledge the receipt of all addenda on the proposal Price Sheet.
- T. CANCELLATION OF THE RFP
1. HCPSS may cancel this Multi Step RFP, in whole or in part, at any time before the opening of the Multi Step RFP.
- U. PROPOSAL ACCEPTANCE
1. The Howard County Public School System reserves the right to accept or reject any and all proposal, in whole or in part, received as a result of this RFP or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
- V. WITHDRAWAL OF PROPOSALS
1. Proposals may be withdrawn by written, facsimile, or electronic notice if given prior to the Proposal opening time and date. Telephone calls for these purposes are not acceptable.
  2. No Proposal shall be withdrawn after the scheduled closing time for opening bids.

W. ERRORS IN PROPOSALS

1. Failure of the bidder to thoroughly understand all aspects of the RFP before submitting his Proposal will not act as an excuse to permit withdrawal of his Proposal nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

X. ORAL PRESENTATION

1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

Y. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

1. Withdrawal of, or modifications to proposals are effective only if written notice thereof is filed to the Purchasing Office prior to the time RFPs are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time RFP's are due.

Z. MULTIPLE/ALTERNATIVE PROPOSALS

1. Bidders may not submit more than one (1) proposal nor may bidders submit an alternate to this proposal.

AA. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

BB. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents and the above listed will become the contract for any future projects awarded under this On-Call contract.

II. MULTI STEP RFP, FORMS AND EVALUATION

A. SIGNING OF FORMS

1. The Technical Offer, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority

of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

B. TECHNICAL SUBMITTAL AND EVALUATION – PHASE I

The selection procedure for procurement of this contract requires that an Evaluation by the HCPPS Technical Committee be performed of the Technical Offers submitted by the Bidders and develop a short list of successful contractors that technically qualify to be placed on the approved On-Call vendor list. Those bidders not achieving at least (70%) of the available technical points will not be considered further. The form(s) shall be filled in ink or typed. Any erasures and/or alternations shall be initialed in ink by the signer. **Loose blank forms for each of the items required are furnished with this RFP package along with a checklist that lists all documents/responses to be submitted in your technical offer. Substitute forms and/or data may not be considered.**

1. TECHNICAL OFFER

- a) This should be prepared in a clear and precise manner. All appropriate points of the Multi Step RFP solicitation must be addressed.
- b) (Only the Contractor(s) who's Technical Offer has achieved the required 70%) minimum or better technical score will be requested to submit a Bid Price for their design(s).
- c) The Technical Offer (6 copies total) should be submitted in a sealed envelope. The envelope shall have the Bidder's name, the bid title and bid number prominently displayed, together with the words, "TECHNICAL OFFER".
- d) Bidders shall use the forms as provided. Substitute forms and/or data may not be considered.
- e) Detailed responses to the Technical Criteria listed in paragraph II. C. Technical Offer Criteria

C. TECHNICAL OFFER CRITERIA

1. The following information (**items 3 through 8**) must be furnished in the Technical Offer portion of the Multi Step RFP. Failure to include any of the items below in your response may result in the proposal being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile their Technical Offer in this same order.
2. Loose blank forms for each of the items required are furnished with this RFP package along with a checklist that lists all documents/responses to be submitted in your Technical Offer. Substitute forms and/or data may not be considered.
3. **TRANSMITTAL LETTER:** A transmittal letter prepared on the Bidder's business stationery should accompany the Technical Offer. The purpose of this letter is to transmit the Technical Offer; therefore, it should be brief, but shall list all items contained within each volume as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the Technical Offer.
4. **Bidders shall submit six (6) color designs total within the dollar ranges specified, three (3) different designs for the K - Area (Ages 2 to 5) and three (3) different designs for the Grade Area (Ages 5 to 12). Bidders shall**

**submit six (6) copies of each Color Design on 8 X 11 sheets of paper. Please note that each color design must be labeled at the top with the category (K-Area 2-5 or Grade Area 5-12 and the “design” number 1, 2, 3, 4, 5, or 6) for easy identification. Bidders Should Not identify the cost on any of the designs, but each design must fall within the dollar range for that category (K Area - Ages 2 to 5) or (Grade Area – Ages 5 to 12).** Bidders, will also include information on a recommended Protective Surface, such as Play Matta or proposed equal. The HCPSS reserves the right to select one or more, all or none of the designs submitted by the Bidder. Each design shall include:

- a) Manufacturer
- b) Installer
- c) Identifiable number and category
- d) Drawing (two and three dimensional)
- e) All measurements and dimensions inclusive of subsurface and surface depths
- f) Surface manufacturer and specifications inclusive of manufacturer and warranty information.
- g) Surface manufacturer (Play Matta or equivalent) and specifications inclusive of manufacturer and warranty information.
- h) List of components

5. Bidder shall provide a list of ten (10) interactive panels that the evaluation committee may select from.

6. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for four (4) recent projects, within the past three years, which demonstrate your firm’s experience with Playground Equipment Installation and Surfacing Services. Higher consideration will be given to those jobs that demonstrate your firm’s experience at working within a public school system under accelerated schedules.

a) As indicated on the form, the following information is to be provided for each project:

- (1) Customer/Owner’s name, address, contacts names and telephone number;
- (2) A brief description of the project including:
  - (a) Type of playground equipment installation and surfacing service preformed, installation, replacement, repair, etc;
  - (b) Setting (school building, etc.);
  - (c) Name of your firm’s Project Manager and Installer;
  - (d) Dollar amount of the contract;
  - (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
  - (f) Official start date and completion date;
  - (g) List all similarities of your projects to this project.

b) **NOTE:** Experience noted must demonstrate the Bidder’s knowledge and ability to perform similar playground equipment installation work and surfacing for a public school system. The Bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.

c) The references listed on the Contractor’s “Experience/Reference Form” will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm’s ability to do a

project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.

- d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.

7. **KEY PERSONNEL FORM:** Complete the enclosed "Key Personnel Form", provide the names of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), and Installer to be assigned to this contract if awarded and a complete "Key Personnel Form" for these people inclusive of the following:

- (1) Technical Training/Educational background;
- (2) Direct work experience with the bidding firm;
- (3) Work experience with other employers, duration of employment and position(s) held;
- (4) Specific project experience similar to play system installation, service and repair work described herein. Include:
- (5) Individual's role on each project;
- (6) A brief description of the project including the type of play system installation and surfacing, the dollar volume of project and the start and completion dates;
- (7) Personnel References: Provide two (2) project references for the Project Manager and Installer in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the individual's ability to manage a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate. All references will be held in the strictest of confidence.

- a) **NOTE:** Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
- b) **NOTE:** Higher consideration will be given in the evaluation if the Project Manager and Installer have worked together on previous successful projects and have demonstrated experience on projects similar in scope to the school system's projects.

8. **PROFILE OF COMPANY FORM:** Complete the enclosed "Profile of Company Form" included with this bid package. Please be sure to include a brief, but informative history of your firm including its bonding capacity. It is required that your firm has a least five (5) years playground installation experience. The Contractor must maintain an office within a 150 mile radius of the Howard County Public School System. Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.

- (1) Copy of Contractors License
- (2) Specimen copy of Certificate of Insurance
- (3) Number of incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or letter stating no incidents on company letterhead.

- (4) Enclose a letter from your bonding company stating its willingness to provide your firm with Performance bonds for the projects over \$25,000.

D. EVALUATION BY DESIGN COMMITTEE – PHASE II

1. Once the technical scores have been tabulated those bidders who achieve at least the minimum required percentage points will be eligible to proceed to phase II. In this phase it is anticipated that the Design committee will review and select at least two top designs from each vendors K-Area and Grade Area design categories. These selected designs will become the official pool of designs available for selection in future projects. Those firms with approved designs will be awarded by the board as an approved vendor to be placed on the HCPSS On-Call vendor list for Playground Equipment, Installation and surfacing.
2. Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

E. PROCESS FOR UTILIZING THE AWARDED ON-CALL CONTRACTS – PHASE III

1. As needed, HCPSS will select from the pool of approved designs for future projects. HCPSS will request quotes from several (preferably three) of the On-Call vendors as long as one of their designs is selected and meets the needs of the project.
2. Vendors on this On-Call contract must agree to provide a quote when requested based on their design that was selected by HCPSS for a specific project and any particular project specifications and requirements. HCPSS reserves the right to make any necessary changes and additions to the designs as necessary to best meet a projects requirements.
3. The lowest price quote that best meets the specification and requirements for the project and is in the best interest of HCPSS will be awarded.
4. A purchase order will then be issued to the awarded vendor for that project under the terms and condition of this solicitation.
5. Vendors awarded this contract must agree that HCPSS may reserve the right to request updated designs as needed in order to refresh the design pool as our needs change due to such thing like funding, trends, and for greater flexibility.
6. HCPSS also reserves the right to utilize this contract in conjunction with any school building project as a sub.
7. This contract may also be utilized for resurfacing of existing playgrounds where HCPSS may contact any of the Vendors listed for quotes.
8. HCPSS also reserves the right to utilize this contract on playground projects that involve state funding and requires setting MBE Goals. In those Project cases the MBE goals set for the project will be shared with the contractor when the request for a quote for the project is made. A sample of the MBE forms and the Section 0000730 is also included in this RFP document outlining the Minority Business Enterprise Procedures.

**2 SCOPE OF WORK**

A. OBJECTIVES

1. The objective of this Request for Multi Step RFP process is for The Board of Education of Howard County System (herein referred to as “the Board”),

administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to select a qualified Contractor(s) to provide all labor and material for the installation of play systems equipment and surfacing for the school systems annual playground requirements in accordance with these documents and current codes. Play systems shall include playground equipment, installation, drainage system and protective surfacing, Play Matta or approved substitute equivalent surface per manufacturer's specifications. Contractors maybe responsible for all demolition of existing playground equipment, surface, drainage system, and subgrade. Play Matta or equivalent surfaces shall include asphalt subsurface. Play Matta or equivalent Manufacturer of surface may specify stone base subsurface which is unacceptable to HCPSS. **Bidders are to submit only their Technical Offer at this time.**

2. The Contractor shall provide all material, equipment, labor, and technical supervision required to perform the installation of playground equipment, subsurface and surface per the requirements of the HCPSS.
3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.
4. Playground installation services may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one Contractor will be selected for each project.

B. PROJECT SUBMITTALS

1. Certain submittal information will be mandatory while others may be required Upon request. Submittals that are mandatory shall be submitted annually or When there is a change in relationship to the submittal (i.e. change in products use, MSDS updated, etc.).

C. SIGN-IN REQUIRED - OCCUPIED BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site on a daily basis during the course of each project.
2. Work under this contract and any resulting contract or sub-contract may at times take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

D. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license



number identifying the company's business license.

F. UNIT COSTS ON QUOTES UNDER THIS CONTRACT

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the total quote prices in the response to this bid.
2. All work shall minimally follow current OSHA 1926.1101 regulations.

III. RATES AND MARK-UPS

A. CONTRACTOR'S LABOR AND MATERIAL RATES

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized quotes for any HCPSS project utilizing this contract. Travel time shall be borne by the Contractor.
2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the school system.
3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manger shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
5. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.
6. Invoices may be requested from the Contractor to demonstrate the percentage cost over invoice submitted for Time and Material Rates for materials, equipment rental and subcontractors.

**3 TERMS AND CONDITIONS**

**B. CONTRACT**

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this RFP, including but not limited to the General Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

**C. BIDDER'S QUALIFICATIONS**

1. 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 Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

**D. SAMPLES**

1. When requested, samples shall be delivered to the Howard County Department of Education Purchasing representative prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within five (5) days of request for award consideration.
2. Delivery of samples shall be to: The Howard County Public School System, Attn; Robert Gill, Purchasing Department, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
3. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
4. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
5. Samples from the successful bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

**E. ETHICS REGULATIONS**

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

**F. DEBARMENT STATUS**

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services

covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. REJECTION OF ITEMS

1. If after the award of this bid any item is found to be unsatisfactory even though it appeared to meet the bid specifications, the Howard County Department of Education reserves the right to reject the item and negotiate for a more satisfactory item.

H. TERMINATION FOR DEFAULT

1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

I. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

J. LIQUIDATED DAMAGES

1. Liquidated damages shall be assessed at the rate of **five hundred dollars (\$500.00)** per calendar day beyond the completion date indicated on the purchase order for work not 100% complete.
2. The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.
3. In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.
4. Any delays to projects must be communicated to the Contract Manager.

K. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
  - FEDERAL TAX ID: 52-6000968
  - MARYLAND SALES TAX: 30001219
  - FEDERAL EXCISE TAX: 52-73-0257K
2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

L. BILLING AND PAYMENT

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contract Manager), at the completion of each job. Invoices must contain the following information:
  - a) Purchase Order Number
  - b) Name of school
  - c) Description of work along with quantities
  - d) Start date and completion date
  - e) Total Project Cost
  - f) Change order cost
  - g) Total Due
  - h) Total remaining balance

M. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

N. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this bid without a purchase order.

O. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

P. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

Q. ASSIGNMENTS

1. The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

R. SUBCONTRACTORS

1. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

S. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
2. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

T. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

U. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the

contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

V. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

W. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

X. BUILDING/SITE OCCUPANCY

1. Under no circumstances shall any driveway, access road or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

Y. PROJECT SCHEDULE

1. The majority of play system installation work will take place during the summer and occasional weekends. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected Contractors are to expect time constraints for any given project.
2. A school calendar for the 2023/2024 school year is available at the [hcpss.org](http://hcpss.org) website.
3. By submission of a proposal, the Bidder agrees that once work commences, it shall be pursued on a daily basis until completed. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified on the Purchase Order.

Z. LOCAL OFFICE

1. The Contractor shall maintain a local office with telephone available for receiving and make calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 150 miles of the school system.

AA. CONTRACTOR'S COORDINATOR

1. The Contractor shall provide, at least one person who shall be designated as the Project Manager and have one (1) 100% on-site Supervisor. The Project Manager shall be the Contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Supervisor shall manage the job on-site and supervise all on-site personnel.
2. The Project Manager should be readily available to review all phases of the project when requested by the school system. The Contractor shall notify the school system for his approval of any changes in persons designated as Project Manager.

BB. WORKING HOURS

1. Normal hours of work will be from 6:30 am to 6:30 pm Monday through Friday. Premium hours will be all other times. Overtime will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Overtime (Premium Rate) shall be as shown in the proposal for change order work. Work may be performed while school is in session with minimal disruption of school activities.
2. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the Contractor. The school system reserves the right to inspect such off-site work, including the manufacturer's premises at any time.

CC. MAINTENANCE OF MANPOWER

1. Any staff changes by the selected On-Call Contractor(s) must be reviewed and approved by HCPSS prior to any reassignments being made.

DD. RIGHT TO ASSIGN WORK

1. The school system reserves the right to complete particular projects through this On Call Contract through the use of HCPSS employees or to obtain separate Contracts through its normal procurement process according to the best interests of the school system.

EE. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

1. The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He shall adequately protect adjacent property as provided by law and the contract documents.
2. If deemed necessary, box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment for any ropes or derricks. Replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the Howard County Public School System.
3. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority, he shall so act without appeal. Any compensation claimed by the Contractor on account of emergency work shall be only authorized by the Howard County Public School System.

FF. RESPONSIBILITY OF BIDDERS

1. The Contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.

GG. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws including, but not limited to the following:

National Fire Protection Association (NFPA)  
Basic National Building Code (BOCA)  
International Building Code (IBC)  
State Building Code (SBC)  
Local Building Codes (LBC)  
National Electrical Code (NEC)



2. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
3. The Contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's Superintendent shall be designated as the "safety inspector," unless the Contractor appoints another.
4. Contractor shall apply for, and pay for, all permits required to perform this work. These costs are to be included in Contractor's Bid Price.

HH. ASBESTOS MATERIALS

1. No products shall contain asbestos.
2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.
3. Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

II. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

1. Any contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The Contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.
2. A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.
3. Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.
4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.
5. HCPSS will provide project notification and educational pamphlets as required per the Rule.
6. Contractor is to notify HCPSS project manger and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning

Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.

7. The Contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.
8. HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

JJ. SITE WORK REQUIREMENTS

1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of Owner's employees. Job site shall be kept clean and free of debris.
2. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any work performed outside of these hours.
3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

KK. FLAGGING OF MOTOR VEHICLE TRAFFIC

1. For all construction contracts requiring the flagging of motor vehicles licensed for operation on the highway of Maryland, said flagging shall be conducted as specified in the Manual on Uniform Traffic Control Devices for Streets and Highways.

LL. BARRICADES AND WARNING SIGNS

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Effective barricades shall protect all highways and other department facilities closed to vehicular traffic, and obstructions shall be illuminated during hours of darkness with electric lights.

MM. PRESERVATION AND RESTORATION OF PROPERTY

1. The Contractor shall be responsible for all damage or injury to property or any character during the execution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials; and said responsibility shall not be released until the work has been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure to make good such damage or injury, the Board of Education may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed from any monies due to which may become due the Contractor under this contract.

2. Further deterioration of the property site, over and above the estimated repair cost, as a result of weather, vandalism, etc. shall be negotiated for repair using a square foot, lineal foot, or square yard basis.
3. Contractor is responsible for seeding and strawing all disturbed areas. Seed mix MUST be certified seed approved by the contract manager prior to application.

NN. SEEDING TRANSITIONAL AREAS Overseed all transitional areas between new and existing turf.

1. Scarify area four (4) feet wide from edge of newly placed to existing turf.
2. Fill area with approved furnished topsoil to taper from finished grade to existing grade to turf to be overseeded.
3. Apply certified turf type tall fescue seed mixture specified for overseeding at the rate of five (5) lbs. per 1,000 square feet.
4. Rake to form a smooth even slope from seeded area to existing grade.
5. Roll lightly to press seed in contact with soil.
6. Protect seeding work and materials from damage due to landscape operation, operations by other workmen, trades and trespassers. Maintain protection including temporary fence, barrier and/or signs during installation and maintenance periods.
7. The finished seeded surface shall be smooth and true to a tolerance of 0.1 foot, and if any irregularities or water retaining depressions occur, they shall be corrected by regarding, placing additional topsoil, and reseeding. The area shall be free of stone, sticks or other material one-half inch or more in any dimension.
8. Mulch the newly planted area with straw 1/2 " - 1" thick, 1-2 bales per 1,000 square feet or with cellulose fiber at a rate 650 lbs /half acre.
9. Stabilize the mulch with wither chemical tacking, cellulose fiber or Crimping. Precautionary measures shall be taken to prevent marking or defacing structures, pavement, utilities or plantings.
10. Excess and waste material shall be removed daily, all pavements shall be left broom cleaned, and all damaged areas of existing turf shall be restored to their original condition.

OO. FINAL CLEANING

1. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the Contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the Contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

PP. WARRANTY

1. The Contractor shall guarantee all work and materials for the period as stated in solicitation documents, the manufacturer's specifications and/or for at least a period of one year from the date of acceptance and shall correct any deficiencies without charge.

QQ. DEMONSTRATION

1. Should any using school or office require a demonstration of equipment furnished by a Contractor, the supplying Contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

RR. SIGN-IN REQUIRED - OCCUPIED BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site on a daily basis during the course of each project.
2. Work under this contract and any resulting contract or sub-contract may at times take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

SS. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

TT. SPECIFICATIONS AND SCOPE OF WORK

1. The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

UU. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must

be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

**VV. INDEMNIFICATION**

1. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

**WW. ORAL PRESENTATION**

1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

**XX. MULTIPLE PRICES**

1. No bidder will be allowed to offer more than one price on each item regardless of the availability of several items that they feel may perform the same function or meet the specification as the item(s) described in the solicitation. The bidder must determine for themselves which item to offer and submit one price only. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of HCPSS.

**YY. PROPRIETARY OR CONFIDENTIAL INFORMATION**

1. Bidders must specifically identify those portions of their proposal, if any, which they deem to contain confidential or proprietary information of trade secrets and must provide justification to be considered by HCPSS in determining whether such material, upon request, should not be disclosed. All requests for information shall be handled in accordance with the freedom of Information Act.

**ZZ. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

1. Upon completion of a project or at any time during the project, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. See Exhibit C - sample of scorecard.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality

of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.

3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

AAA. ACCESS TO PUBLIC RECORDS ACT

1. All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.
2. Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.
3. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

BBB. MARYLAND MARKETPLACE (eMMA) REQUIREMENT

1. Contractors are required by Maryland State law to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system.
2. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.
3. If you are not already registered with eMMA please do so prior to submitting your bid. It is required that you provide your eMMA contractor number on the price page form when you submit your proposal. Registration with eMMA is free. If you have any questions or need assistance, contact their help desk at [emma.helpdesk@maryland.gov](mailto:emma.helpdesk@maryland.gov) or call (410)767-1492. Failure to comply with this requirement may be considered grounds for default.

#### IV. SPECIFICATIONS - SPECIFIC

- A. SCOPE OF WORK
1. Provide all labor and material for installation of new play systems and protective surfacing for the school system's annual playground requirements in accordance with these documents and current codes. Play systems shall include playground equipment, installation, sub-base, Protective surface, Play Matta or approved substation per manufacturer's specifications. Surfaces shall include asphalt subsurface. Manufacturer of surface may specify stone base subsurface which is unacceptable to HCPSS.
- B. CONTRACTOR REQUIREMENTS
1. Contractor shall have a minimum of five years experience as a playground installer.
- C. SUBMITTALS
1. The following shall be submitted to the Contract Manager after award of a project contract:
    - a) Certificate of Insurance
    - b) Performance, Labor & Material Bonds
    - c) Two copies of maintenance manuals (after acceptance)
    - d) Tools for tightening/adjusting equipment (after acceptance)
- D. PROJECT SCHEDULE
1. A delivery and installation schedule shall be provided to the Contract Manager after receipt of a Purchase Order.
- E. COORDINATION
1. It will be the responsibility of the Contractor to coordinate specific timing with the school system's Construction Manager if school renovation or construction is taking place at the time of installation.
- F. HCPSS RIGHT TO REPOSITION COMPONENTS
1. The Howard County Public School System, prior to installation, has the right to have the Contractor reposition activity components, if appropriate and if field conditions warrant an adjustment, at no additional cost to the school system.
- G. PLAYGROUND SITE SAFETY/STORAGE
1. The perimeter of the playground site upon the start of the project shall be fenced with a minimum 3 ft. high safety fence and is to remain fenced until the final inspection of the project. Additional barriers, warning signs, etc. may be requested by the school system.
  2. Equipment prior to installation shall not be stored at the school site, however, it may, with prior arrangement, be stored at the BOE Grounds Department, 10920 Route 108, Ellicott City, MD 21042. (Mr. Charles Nethken (410) 313-2577).
- H. PLAYGROUND EQUIPMENT
1. All equipment and installation:
    - a) Shall meet the performance requirements as stated in ASTM F 1487-07, or current standard.
    - b) Shall be certified by the International Play Equipment Manufacturers Association (IPEMA).
    - c) Equipment shall be installed by factory certified installer.

2. Play areas shall meet ADA/ABA Proposed Accessibility Guidelines for Play Areas.
  3. Contractors shall install ground level activities that are reachable by the accessible path. At least fifty percent (50%) of elevated components are to be accessible.
- I. K-AREA (Ages 2 to 5)
1. Estimated Dollar range \$95,000 to \$120,000
  2. Equipment shall be designed for children ages 2 to 5. The mode of use, level of challenge, and play/traffic patterns of adjacent components shall be compatible to this age group.
  3. Equipment shall be designed for and installed within an area of 30' x 45'. The dimensions given are to be used as a reference for this bid. Actual field dimensions may vary and, subsequently, may necessitate modifications or adjustments to the equipment prior to installation.
  4. Equipment design shall not include suspension bridges, fireman poles, tunnel slides, track rides, chair or cable walks, log rolls, roller slides, horizontal ladders, flexible climbing devices, wavy mirrors, roofed areas, exposed springs or moving parts such as swings and seesaws.
  5. The K-area structure may have up to three decks (decks are to be minimally 16 sq.ft. each) excluding those provided to facilitate a child with mobility impairments to move from one height to another. **Activity panels or individual stand-alone activities are acceptable. Ground level designs are acceptable.**
  6. The K-area shall have a minimum of seven activity components with a 4 foot deck height. Activity components must include minimally equipment selected from the following activity types:
    - a) Climber type wall
    - b) Balance activities
    - c) Chin up bar -- 4 foot maximum height
    - d) Age appropriate signage
    - e) Ground level Activity Panels (minimum of 2)
    - f) All posts shall be minimally 4-1/2" in diameter
  7. The bidder shall provide ten (10) panels to choose from to allow for a wider variety for the end user (the school) to select from.
  8. Duplicate pieces are unacceptable. Duplicate activity types are permitted. Activity components must meet CPSC guidelines and ASTM standards.
  9. Crawl tube length shall be no more than 4 feet.
  10. Steering wheels and telescopes (not considered as one of seven required activities) may be incorporated into the bidder's design.



- J. GRADE AREA (Ages 5 to 12)
1. Estimated Dollar range \$120,000 to \$180,000
  2. Equipment shall be designed for ages 5 to 12 so that the mode of use, level of challenge, and play/traffic patterns of adjacent components are compatible to this age group.
  3. Equipment shall be designed for and installed within an area of 50' x 65'. The dimensions given are to be used as a reference for this bid. Actual field dimensions may vary and, subsequently, may necessitate modifications or adjustments to the equipment prior to installation.
  4. Equipment design shall not include tunnel slides, log rolls, roller slides, track rides, chair or cable walks, solid wall panels, wavy mirrors, roofed areas, exposed springs or moving parts such as swings and seesaws.
  5. The grade 5-12 area structure shall be designed so that the mode of use, level of challenge, and play/traffic patterns of adjacent components are compatible.
  6. The grade 5-12 area shall have up to six decks (decks are to be minimally 16 sq.ft. each) excluding those provided to facilitate a child with mobility impairments to move from one height to another. **Activity panels or individual stand-alone activities are acceptable. Ground level designs are acceptable.**
  7. The height of upper body devices shall be no greater than 84" measured from the center of the grasping device to the top of the protective surface below.
  8. The grade 5-12 area shall have a minimum of seven activity components, of which, one must be a 360° spiral slide and one must be a horizontal overhead climber. In addition to the spiral slide and climber, activity components must include equipment selected from the following activity types:
    - a) Balance activities
    - b) Parallel Bars
    - c) Crunch Stations
    - d) Chin-up Bars, (3) - 4 foot, 5 foot and 6 foot
    - e) Age appropriate signage
    - f) All posts shall be minimally 4-1/2" in diameter
  9. Duplicate pieces are unacceptable. Duplicate activity types are permitted. Activity components must meet CPSC guidelines and ASTM standards.
  10. Steering wheels and telescopes (not considered as one of seven required activities) may be incorporated into the bidder's design.
- K. PLAYGROUND PROTECTIVE SURFACING – Play Matta or approved substitute equivalent.
1. PRODUCT
    - a) Play Matta or equivalent playground surfacing (samples may be requested).
    - b) Surfacing shall be certified by the International Play Equipment Manufacturers Association (IPEMA).
    - c) Surface shall be installed by factory certified installer
    - d) Surface shall meet or exceed standards ASTM-F1292-04 and ASTM-F1951-99 or current standard and proof of certification must be submitted to Contract Manager for approval.

2. BASE INSTALLATION
    - a) Asphalt: requires a 6 inch stone base (CR6) and 4" of Base Course Asphalt (in two lifts) with a 2% slope
    - b) Crushed Stone Subsurface: NOT ACCEPTABLE.
    - c) Asphalt shall be installed prior to playground equipment installation.
    - d) Positive drainage
  3. EXECUTION
    - a) Surface to be installed on asphalt subsurface around play equipment area.
    - b) Thickness shall be to manufacturer's specification relative to fall height.
    - c) Colors shall be standard (no extra charge) sample of the colors maybe requested.
  4. PREPARATORY WORK
    - a) Stored materials shall be protected from exposure to harmful environmental conditions.
    - b) Install surfacing system when the minimum ambient temperature is 40 degrees F and the maximum ambient temperature is 90 degrees F.
  5. METHODS
    - a) Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground installation and other relevant work has been completed.
    - b) Substrate preparation must be in accordance with the surfacing manufacturer's specification. New asphalt must be fully cured- up to 30 days or per the direction of the Contract Manager.
  6. INSTALLATION
    - a) Installation shall be per manufacturer's specifications.
  7. SURFACE WARRANTY
    - a) Ten (10) years from date of completion of work.
- L. PLAYGROUND PROTECTIVE SURFACING - PLAY MATTA OR APPROVED SUBSTITUTE EQUIVALENT SURFACE.

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protective surfacing for playground area.
- B. Sub base under resilient surfacing.
- C. Tapered edge transitions.

1.2 REFERENCE STANDARDS

- A. ASTM D2047 - Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- B. ASTM F1292 - Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment.

- C. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- D. CPSC Pub. No. 325 - Public Playground Safety Handbook; Consumer Products Safety Commission.

### 1.3 DEFINITIONS

- A. Use Zone: The area beneath and immediately adjacent to a play structure or equipment (play event) that is designated for unrestricted circulation around equipment, and on whose surface it is predicted that a user would land when falling from or exiting the equipment.
- B. Critical Fall Height: The maximum fall height at which the protective surfacing meets the requirements of ASTM F1292.
- C. Fall Height: The vertical distance between the finished elevation of the designated play surface and the finished elevation of the protective surfacing beneath it as defined by ASTM F1487.
- D. Protective Surfacing: Resilient ground surfacing. The characteristics of the protective surfacing are based on the fall height of the playground equipment. Changes in either the surfacing or the fall height, particularly reducing the resilience of the protective surfacing or increasing the fall height, will reduce safety-related performance.
- E. Sub base: A layer under the resilient layer of the protective surfacing but over the subgrade; may be rigid, as in concrete or bituminous, or aggregate.
- F. Subgrade: The surface of the ground on which the protective surfacing is installed.

### 1.4 SUBMITTALS FOR FUTURE PROJECTS

- A. Product Data: For all manufactured surfacing products, provide manufacturer's product data showing materials of construction, compliance with specified standards, installation procedures, and safety limitations.
  - 1. Include IPEMA certifications where required.
- B. Shop Drawings: Detailed scale drawings showing locations of playground equipment and exposed footings, bases, and anchorage points.
  - 1. Clearly identify footing and base elevations in relation to a fixed survey point on site and to subgrade elevation and depth of protective surfacing, surveyed by land surveyor licensed in the State in which the Project is located.
  - 2. Show locations of underground utilities, storm-drainage system and irrigation system.
  - 3. Show locations of related construction such as walkways and roadways, fences, site furnishings, and plantings.
  - 4. Show measured fall height for each playground equipment item,

- determined in accordance with ASTM F1487.
5. Show Use Zone perimeters, determined in accordance with ASTM F1487.

- C. Samples: For each product for which color must be selected provide color chart showing full standard range of colors.

#### 1.5 QUALITY ASSURANCE

- A. Maintain one copy of the latest edition of ASTM F1487 and CPSC Pub. No. 325 at project site.
- B. Installer Qualifications: Company certified by manufacturer for training and experience installing the protective surfacing; provide installer's company name and address, and training and experience certificate.

#### 1.6 WARRANTY

- A. Provide minimum 10 year warranty for playground surfacing.

## 2. PART 2 PRODUCTS

### 2.1 DESIGN CRITERIA

Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.

1. The protective surfacing constitutes a resilient layer installed over the subgrade, with the top of playground equipment footings and anchorage devices located below the surface of the subgrade.
2. Use Zone: The protective surfacing has been designed to provide acceptable impact attenuation as defined in ASTM F1292 for Critical Height of 7 feet.

### 2.2 MATERIALS

- A. Tile Surfacing: Interlocking recycled PVC tile mat with impact attenuating shock pad design and perforated top surface; on a rigid sub base.
  1. Tile Size: 20 inches by 20 inches.
  2. Coefficient of Friction, when wet: 0.8, minimum, when tested in accordance with ASTM D2047.
  3. Resilient Depth: As required to achieve specified Critical Fall Height as defined in ASTM F1292 but not more than depth indicated; maintain top of sub base elevation flush with adjacent grades.
  4. Color: As selected from manufacturer's standard range.
  5. Certification: Provide IPEMA certification of ASTM F1292 Critical Fall Height at thickness specified.
  6. Basis of Design Product: Original Tile manufactured by Play Matta.
  7. Accessories: Provide manufacturer's standard tapered transition elements to support surfacing between changes of surface grade.
- B. Geotextile Fabric: Manufacturer's Standard.

1. Layer 1: Installed below the shock pads per manufacturer's recommendations.
2. Layer 2: Installed above the shock pads per manufacturer's recommendations.

### **3. PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Playground equipment installer will perform playground layout prior to installation of footings; verify correctness of layout before starting this work.
- B. Verify that playground equipment and site furnishings and irrigation system located within playground area are complete.
- C. Verify location of underground utilities and facilities in the playground area. Damage to underground utilities and facilities will be repaired at Contractor's expense.
- D. Verify that subgrades are at proper elevations and that smooth grading is complete.
- E. Verify that proper depth of surfacing is marked on base supports of playground equipment.

#### **3.2 PREPARATION**

- A. Correct subgrade irregularities to ensure that required depth of protective surfacing can be installed, and subgrade elevation is in accordance with manufacturer's requirements.
- B. Inside Use Zones remove all obstructions that would extend into the resilient protective surfacing.
- C. Remove rocks, debris, and other similar items.

#### **3.3 SUBBASE**

- A. Install bituminous sub base as indicated .
- B. Install with top surface of sub base no higher than grades and levels indicated and not more than 1/4 inch lower than grades and levels indicated.
- C. Install in true, even plane, sloped to provide positive drainage.
- D. Flatness Tolerance: 1/4 inch in 10 feet, maximum.
- E. Cure sub base up to 30 days but not less than required by manufacturer of resilient surfacing.

#### **3.4 RESILIENT SURFACING LAYER**

- A. Install in accordance with CPSC Pub. No. 325, ASTM F1487, manufacturer's instructions, and requirements of authorities having jurisdiction.

- B. Install proper thickness throughout Use Zone(s).
- C. Clean and dry surface of sub base.
- D. Tiles: Lay tile with cut end tiles of equal width.
  - 1. Make cutouts around equipment not more than 3/8 inch in width; remove and refit tile as required to reduce gaps.
  - 2. Fill and seal gaps around equipment with exterior grade sealant.

### 3.5 CLEANING AND PROTECTION

- A. Restore adjacent existing areas that have been damaged from the construction.
- B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- C. Clean playground area of excess construction materials, debris, and waste.
- D. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.
- E. Protect installed products until Substantial Completion.
- F. Replace damaged products before Substantial Completion.

### M. INSTALLATION

1. The Contract Manager, Mr. Charles Nethken, (410-313-2577) shall be notified one week prior to the project start date. A pre-installation meeting may be arranged if desired.
2. Projects are to be started and completed within consecutive workdays unless interrupted due to inclement weather.
3. Contractor is to provide an onsite supervisor/foreman capable and authorized to make field decisions.
4. All play equipment and surface material shall be carefully assembled and installed according to manufacturer specifications. No alterations or changes will be permitted without the written approval of school system's Contract Manager.
5. All equipment shall be anchored in concrete and all concrete footings shall be installed with top at least 4 inches below grade and bottom below the frost line or to manufacturer's specifications, whichever is greater. Dry packing of concrete shall not be permitted.
6. Special tools for tightening/adjusting equipment shall be provided to the Grounds Department after acceptance.
7. Copies of installation and parts manuals shall be delivered to Grounds Services office ATTN: Mr. Charles Nethken, Manager, 8800 Ridge Road Ellicott City, MD 21043.

N. CERTIFIED INSPECTION

1. Playgrounds shall be inspected by a certified CPSI playground inspector. An inspection report shall be submitted in writing to the school system's Contract Manger prior to acceptance by The Howard County Public School System.

O. HCPSS ACCEPTANCE & INSPECTION

1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Manager, Mr. Gary Davis, 410-313-2577, Grounds Department, during construction and before final payment is made.

## **ATTACHMENT A**

### **INSURANCE REQUIREMENTS**

#### **1 - General Insurance Requirements:**

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County



Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

## **2 - Contractor's Liability Insurance - "Occurrence" Basis:**

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

### **3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis**

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**EXPERIENCE/REFERENCE FORM**

Bidder: \_\_\_\_\_

1. Customer Name: \_\_\_\_\_
2. Customer Address: \_\_\_\_\_
3. Contact Name and Title: \_\_\_\_\_
4. Contact Phone #: \_\_\_\_\_
5. Describe customer's facility: \_\_\_\_\_  
\_\_\_\_\_
6. Describe service performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Name of your firm's Project Manager: \_\_\_\_\_
8. Is this contract renewable? yes  no
9. If yes to the above, was the contract renewed? And if not, why not? \_\_\_\_\_  
\_\_\_\_\_
10. Was service performed on an on-call basis? yes  no
11. Was this fixed price, T & M, lump sum, other: \_\_\_\_\_
12. Annual Dollar amount of contract: \_\_\_\_\_
13. Commencement Date: \_\_\_\_\_ Termination date: \_\_\_\_\_  
\_\_\_\_\_
14. List of all similarities to HCPSS requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*A total of four (4) Experience/Reference Forms must be provided with the submittal of RFP documents.**

**KEY PERSONNEL FORM**

**STAFFING PLAN –Project Manager**

Bidder: \_\_\_\_\_

Project Manager: \_\_\_\_\_  
(Name)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Cellular/Pager #: \_\_\_\_\_

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

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee  
with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

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

Positions held for the  
past three years: \_\_\_\_\_

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

Name of previous firm: \_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
  - Contact Name and Title: \_\_\_\_\_
  - Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
  - Position held: \_\_\_\_\_
  - Specific work performed: \_\_\_\_\_
  - Brief description of project \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

- Customer Name: \_\_\_\_\_
  - Contact Name and Title: \_\_\_\_\_
  - Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
  - Position held: \_\_\_\_\_
  - Specific work performed: \_\_\_\_\_
  - Brief description of project \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Project Manager's ability to perform work such as is specified in the bid documents.

**KEY PERSONNEL FORM**

**STAFFING PLAN – Installer**

Bidder: \_\_\_\_\_

Installer: \_\_\_\_\_  
(Name)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Cellular/Pager #: \_\_\_\_\_

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

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee  
with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_

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

Positions held for the  
past three years: \_\_\_\_\_

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

Name of previous firm: \_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_

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

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_

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

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Installers ability to perform work such as is specified in the bid documents.

**PROFILE OF COMPANY FORM**

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System work.

Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Company Address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_  
\_\_\_\_\_ Web Page: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State of Maryland Contractors License number: \_\_\_\_\_

Number of Years in business under present name: \_\_\_\_\_

Number of Years working in a School System: \_\_\_\_\_

Other or former names under which your organization has operated: \_\_\_\_\_

Percent (%) of Work Performing:	Services (installation)	_____ %
	Services (surfacing rubber)	_____ %
	Services (Play Matt/Equivalent)	_____ %
	(list) _____ Other service	_____ %

Name of Principal(s) and Title(s):  
\_\_\_\_\_  
\_\_\_\_\_

History of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Number of Office Personnel: \_\_\_\_\_  
Number of Field Employees: \_\_\_\_\_ Number of Other: \_\_\_\_\_

Bonding capacity: \_\_\_\_\_

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes  No

If Yes, Explain: \_\_\_\_\_  
\_\_\_\_\_

Total Company Annual Dollar Volume for all Playground Contractor work:

2020 \$ \_\_\_\_\_ 2021 \$ \_\_\_\_\_ 2022 \$ \_\_\_\_\_

**APPENDIX E**

**AFFIDAVIT**

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

Bid Number: \_\_\_\_\_

Legal Name of Company: \_\_\_\_\_

**AFFIDAVIT**

**Special Instructions:** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
  - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

***If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.***

\_\_\_\_\_  
\_\_\_\_\_  
(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of

Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of 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 if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or 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.

### **CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT**

As used below, the following terms have the meaning indicated:

- A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.
- B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

Form Continues on Next Page



**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Signature of Bidder) (Date) \_\_\_\_\_  
\_\_\_\_\_  
(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

Name \_\_\_\_\_ Seal: \_\_\_\_\_

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

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

We are/I am licensed to do business in the State of Maryland as a:  
 Corporation  Partnership  Individual  Other

**ON-CALL PLAYGROUND EQUIPMENT, INSTALLATION & SURFACING  
RFP #105.23.B4**

**RFP PROPOSAL SIGNATURE FORM**

Bidder: \_\_\_\_\_

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

Mr. Robert Gill, CPPB, CPPO  
Howard County Public School System, Purchasing  
10910 Route 108  
Ellicott City, MD 21042

The undersigned hereby submits a bid proposal to furnish and deliver the items and/or services as set forth in Bid #105.23.B4. The entire bid document including The General Provisions, Terms and Conditions, Specifications, any addenda, drawings will be part of any resulting contract.

**PROPOSED SUBSTITUTE PLAYGROUND SAFETY SURFACE**

Proposed substitutions shall be submitted in accordance with the Instructions within this Bidding document. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. The Contractor should list below any proposed substitutions for the safety surface.

PLAYGROUND SAFETY SURFACE : \_\_\_\_\_

SUBSTITUTE MANUFACTURER: \_\_\_\_\_

**ADDENDA**

Receipt of the following addenda is acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FORM CONTINUES ON NEXT PAGE**

**COMPANY INFORMATION**

Name of company _____		years in business _____
Street Address _____		
City _____	State _____	Zip _____
Telephone# _____	Fax # _____	Web Page _____
Federal ID or Social Security # _____	MD Dept. of Assess. Taxation Number _____	
eMaryland Marketplace (emma #) _____	** Please Include a copy of your W-9	

**CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside Contract Representative whom we may contact during the period of the contract for prompt contract administration showing:

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
Salesperson e-mail _____	Cell _____

**SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N) _____	Contractor: _____
Ad House: Name of Ad House _____	Other: _____

**FORM CONTINUES ON NEXT PAGE**

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**BID SIGNATURE SHEET**

**A. Bidder Certification**

1. I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of 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 Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 ( C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or 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.
5. I hereby certify that I am authorized to sign for the bidder.

**B. Vendor/Contractor Disqualification - Bribery**

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state and zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(e-mail of authorized representative to sign bids)

\_\_\_\_\_  
(authorized representatives name)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature and date of authorized representative)

CHECK LIST

TECHNICAL OFFERS

The following forms must be included within the Technical Offer.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Transmittal Letter
<input type="checkbox"/>	<input type="checkbox"/>	Six (6) Playground Designs Total (3 designs, K-Area & 3 designs, 5-12 Area)
<input type="checkbox"/>	<input type="checkbox"/>	Six (6) color copies of each of the above playground design on 8 X11 Paper
<input type="checkbox"/>	<input type="checkbox"/>	Name of Manufacturer, Installer, Identifiable number for each design
<input type="checkbox"/>	<input type="checkbox"/>	Design Drawings (two and three dimensional)
<input type="checkbox"/>	<input type="checkbox"/>	Design measurements and dimensions inclusive of subsurface and surface depths
<input type="checkbox"/>	<input type="checkbox"/>	Surface manufacturer (Play Matta or Proposed Equivalent surface) and specifications inclusive of manufacturer and warranty information.
<input type="checkbox"/>	<input type="checkbox"/>	Surface manufacturer (Play Matta or Proposed Equivalent) and specifications inclusive of manufacturer and warranty information. All Information and specs on Proposed Surface necessary for evaluation.
<input type="checkbox"/>	<input type="checkbox"/>	List of playground components
<input type="checkbox"/>	<input type="checkbox"/>	Bidder shall provide a list of ten (10) interactive panels that the evaluation committee may select from.
<input type="checkbox"/>	<input type="checkbox"/>	Experience/Reference Form (4 projects)
<input type="checkbox"/>	<input type="checkbox"/>	Key Personnel Form ( Project Manager, Installer)
<input type="checkbox"/>	<input type="checkbox"/>	Profile of Company Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors License
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	MOSH/OSHA/MDE/EPA Letter
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Bonding Company
<input type="checkbox"/>	<input type="checkbox"/>	Bid Proposal Signature Form
<input type="checkbox"/>	<input type="checkbox"/>	Signed Affidavit (Appendix E)
<input type="checkbox"/>	<input type="checkbox"/>	W-9

## SECTION 000730

### MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

#### 1.0 PURPOSE

The purpose of the Procedures is 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 of 29 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 0 percent from certified African American-owned businesses, a minimum of 0 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.

#### 2.0 EFFECTIVE DATE

These procedures have been adopted for use in Howard County and supersede previously utilized MBE procedures, and will take effect on or after September 18, 2008.

#### 3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the 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.

#### 4.0 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 subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.



4. The overall MBE goal and the subgoals, 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 subgoals 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 Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the construction manager, and/or other individuals selected by the superintendent or designee.
  - a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
  - b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
  - c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed \$200,000.
    - i.. For state-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the department of general services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
    - ii. For state-funded projects that do not require review of construction documents, the written analysis shall be submitted to the public school construction program, and will be reviewed by the PSCP for submission and appropriate signatures.
    - iii. For locally funded projects that are anticipated to be requested for state approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland state department of education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.

- d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
    - i. For state-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the department of general services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
    - ii. For state-funded projects that do not require review of construction documents, the written analysis shall be submitted to the public school construction program, and will be reviewed by the PSCP for submission and appropriate signatures.
  - e. If the project cost is estimated to exceed \$200,000 then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGS or the PSCP.
  - f. The PRG should consult with local counsel for the board of education as needed.
5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (29% overall, with 0% from African American-owned businesses and 0% 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 subgoals will be set for a specific project or the segmented piece of the project.
  6. 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.

## **5.0 IMPLEMENTING PROCEDURES - Over \$50,000**

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

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
  - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
  - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of \_\_\_\_ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
  - c. If subgoals have been established for this project then one of the following should be included:
    - 1) "The subgoals established for this project are \_\_\_\_ percent from African American-owned businesses and \_\_\_\_ percent from Asian American-owned businesses."

- 2) "The subgoal established for this project is \_\_\_\_ percent from African American-owned businesses."
  - 3) "The subgoal established for this project is \_\_\_\_ percent from Asian American-owned businesses."
- d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.
  - e. If there is no overall MBE goal or MBE subgoals 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 subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and 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 subgoals, if applicable, from certified MBEs". Note: see 6.1.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 A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.
  - 1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
  - 2) As an alternative, and at the discretion of the school system, 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 B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with 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 A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.
  - 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.
  - 3) In accordance with the Governor's Office of Minority Affairs, a MBE Prime contractor may self-perform up to 50% of the overall MBE contract goal and up to 100% of any one MBE contract subgoal, provided that the certified MBE prime contractor is properly identified on the MBE participation schedule and the firm is NAICS code-certified to do the work.
- e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
  - 1) They are therefore requesting a waiver, and
  - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.
- f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment

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

- g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
- h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
- 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 D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.
- 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
- 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
- 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

#### 4. Waiver Procedures

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

- 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) 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 D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.
- d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)
- 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and 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 offerer.
  - 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 F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

- a. "The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal".
- b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
  - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
  - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
  - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
  - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
  - 5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
  - 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.
  - 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.
  - 8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be

available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.

- 9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- 10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.
- 11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
- 12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.
- 13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
- 14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

## 6. Projects Utilizing a Construction Manager Delivery Method



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

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
- b. The MBE liaison and other school system staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
- f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE 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 a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.

## **6.0 RECORDS AND REPORTS**

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the 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 subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.
  3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is 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 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 subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

**7.0 MONITORING**

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

## 8.0 Liquidated Damages – Minority Business Enterprise Program

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State 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 State 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 State 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 State 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): \$225.00 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): \$ 100.00 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 sub goal 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: \$225.00 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 by law.

PROJECT: \_\_\_\_\_

PSC#: \_\_\_\_\_

Attachment A (page 1 of 2)

**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 American-owned businesses.

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

**Part II.**

Check ONE Box

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

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

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

**or**

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

I request a partial waiver as follows:

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

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

or

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

I request a full waiver.

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

### Part III.

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**ATTACHMENT B  
MBE PARTICIPATION SCHEDULE**

**ORIGINAL**

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

1. Prime Contractor's Name	2. Prime Contractor's Address/Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA Name:  PSC Number:	6. Base Bid Amount \$ _____ Acceptance Alternates \$ _____  Total \$ _____

7a. Minority Firm Name: \_\_\_\_\_  
 Minority Firm Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 MDOT Firm Certification Number: \_\_\_\_\_ NAICS Code: \_\_\_\_\_  
 African American    Asian American    Native American    Women    Hispanic    Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		\$ _____	\$ _____
MDOT Certified Prime Contractor	50% of established goal   OR		\$ _____	\$ _____
	100% of one subgroup contract subgoal			
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$ _____	\$ _____

7b. Minority Firm Name: \_\_\_\_\_  
 Minority Firm Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 MDOT Firm Certification Number: \_\_\_\_\_ NAICS Code: \_\_\_\_\_  
 African American    Asian American    Native American    Women    Hispanic    Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		\$ _____	\$ _____
MDOT Certified Prime Contractor	50% of established goal   OR		\$ _____	\$ _____
	100% of one subgroup contract subgoal			
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$ _____	\$ _____

7c. Minority Firm Name: \_\_\_\_\_  
 Minority Firm Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 MDOT Firm Certification Number: \_\_\_\_\_ NAICS Code: \_\_\_\_\_  
 African American    Asian American    Native American    Women    Hispanic    Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		\$ _____	\$ _____
MDOT Certified Prime Contractor	50% of established goal   OR		\$ _____	\$ _____
	100% of one subgroup contract subgoal			
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$ _____	\$ _____

8. MBE Total Amount	9. Total MBE Percent of Entire Contract
---------------------	---

10. Form Prepared by: Name: _____ Title: _____ Date: _____	11. Reviewed and Accepted by Board of Edu. MBE Liaison Name: _____ Title: _____ Date: _____
---	--

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

**Outreach Efforts Compliance Statement**

**\*\*Complete and submit this form within 10 business days of notification of apparent award  
\*\***

In conjunction with the bid or offer submitted in response to the solicitation # \_\_\_\_\_  
for Howard County Public Schools for the project, PSC # \_\_\_\_\_, I affirm the following:

- 1. Bidder/Offeror identified opportunities to subcontract in these specific work categories (extend list as needed):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_
  
- 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 certified MBEs (extend list as needed):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  
- 4. Select ONE of the following:
  - a.  This contract does not involve bonding requirements.**OR**
  - b.  Bidder/Offeror assisted certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
  
- 5. Select ONE of the following:
  - a.  Bidder/Offeror did/did not attend the pre-bid/proposal conference.**OR**
  - b.  No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Printed Name

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME:
PROJECT/ SCHOOL LOCATION:
LEA:
NAME OF PRIME CONTRACTOR:
NAME OF MBE SUBCONTRACTOR:
MDOT Certification Number
NAICS Code

- 1. Work/Services to be performed by MBE Subcontractor:
2. Subcontract Amount: \$ Participation 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 American Firm: Yes No
8. This is a Native American, Hispanic or Disabled Firm: Yes No

(Circle One)

\*\*\*\*\*

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

Signature of Subcontractor:

Date:

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

Signature of Prime Contractor:

Date:



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

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

\_\_\_\_\_  
**Signature of Minority Firm's MBE Representative**                      **Title**                      **Date**

\_\_\_\_\_  
MDOT Certification #

\_\_\_\_\_  
Telephone #

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

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

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment F**

**MBE WAIVER DOCUMENTATION**

**Project Name:** \_\_\_\_\_ **PSC No.** \_\_\_\_\_

**Base Contract Amount** \$ \_\_\_\_\_

**Plus Accepted Alternates** \$ \_\_\_\_\_

**Equals Total Contract Amount** \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Company Name)

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

**Summary MBE Participation Schedule from Attachment B**

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

\* 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)

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

IAC/PSCP Form 306.4

IAC/PSCP FORM 306.4

ATTACHMENT G

LEA: \_\_\_\_\_  
 FACILITY NAME: \_\_\_\_\_  
 SCOPE OF WORK: \_\_\_\_\_

DATE: \_\_\_\_\_  
 PSC NO: \_\_\_\_\_  
 REQ NO: \_\_\_\_\_

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
<b>TOTAL:</b>		\$ -	\$ -	\$ -		

MDOT Certification Number and Classification can be located at <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)

\_\_\_\_\_  
Name of LEA MBE Liaison (Printed)

\_\_\_\_\_  
Signature of LEA MBE Liaison/Date

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

IAC/PSCP Form 306.4

## ATTACHMENT G

### 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.)

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

IAC/PSCP Form 306.4

## ATTACHMENT G

### Procedures for Request for Payment/Reimbursement for ALL PSCP Funded Programs

1. Use IAC/PSCP Form 306.4 Page 3.
2. The Prime Contractor must complete this Form and submit it with each Monthly Requisition/Invoice for Payment for each project in which they are seeking payment from either the Local Education Agency (LEA) or State of Maryland Public School Construction Program. If no MBE Sub-Contractors were utilized on a project (i.e., no MBE goals were set for the project and/or a full waiver was granted), this Form must still be submitted by the Prime Contractor.
  - a. IAC/PSCP Form 306.4 Page 3 must be PROJECT specific – If one bid/contract covers multiple projects (either different schools or scopes of work), this Form must be calculated and submitted by the Prime Contractor on an individual project basis.
  - b. IAC/PSCP Form 306.4 Page 3 must be Prime Contractor/Trade Package specific – If the IAC recognized multiple Prime Contractors and/or Trade Packages, this Form must be completed by each Prime/Trade Contractor recognized by the IAC and submitted.
3. All ORIGINAL MBE Sub-Contractors must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and ORIGINAL Contract Amount as stated on MBE Attachments B & D. (ONLY MDOT Certified companies should be listed on this Form.)
4. Any additional MBE Sub-Contractors utilized on a project must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and total contract amount. (ONLY MDOT Certified companies should be listed on this Form.)
5. The Prime Contractor should fill in the amount they intend to pay each MBE Sub-Contractor for the current requisition as well as all money paid to date. By signing this Form, the Prime Contractor is certifying their intent to pay the "Amount to be Paid This Requisition". They are also certifying the distribution of money listed under the "Total Paid to Date" column.
6. The LEA MBE Liaison shall verify each month with the MBE Sub-Contractors that all money listed under the "Total Paid to Date" column has been received from the Prime Contractor. By signing this Form, the LEA MBE Liaison is certifying all MBE Sub-Contractors have been paid all money due to them by the Prime Contractor.
7. The MBE Liaison should also be comparing the current Form with the prior month(s) to make sure information is not being duplicated and/or repeated. Payments to MBE Sub-Contractors should be progressive and recorded.
8. If for any reason, an amount the Prime Contractor listed on the Form as intending to pay the MBE Sub-Contractor was not made, or if the payment amount changed, the LEA MBE Liaison should be inquiring about the change in payment or non-payment to the MBE Sub-Contractor.
9. NO REQUESTS FOR PAYMENT/REIMBURSEMENT SHOULD BE SUBMITTED TO PSCP UNTIL THE PROCEDURES ABOVE HAVE BEEN COMPLETED.

### Additional Submission Requirements Applicable to All State Funded Projects

1. If an ORIGINAL MBE Sub-Contractor listed on MBE Attachments B and D is not paid in full and/or not utilized on a project, the Prime Contractor shall submit in writing an explanation for either the reduction in contract amount/payment or why the MBE Sub-Contractor was not utilized.
2. It is the responsibility of the LEA MBE Liaison to contact the MBE Sub-Contractor to verify the explanation provided by the Prime Contractor. Any correspondence between the LEA MBE Liaison and both the Prime Contractor and MBE Sub-Contractors should be kept by the LEA and be made available to PSCP upon request or audit.
3. If an MBE Sub-Contractor originally listed on MBE Attachment B & D becomes unavailable and/or is not going to be utilized, this information should be communicated to the PSCP MBE Program Manager and the PSCP Finance Department by the LEA immediately.
4. If additional MBE Sub-Contractors are hired after the MBE Attachments B & D have been submitted to PSCP, the LEA MBE Liaison must submit this information to the PSCP MBE Program Manager and the PSCP Finance Department immediately.

## Attachment - I

### Application to Request Substitution or Removal of MBE Subcontractor(s)

Prime Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Reason for MBE Subcontractor Change(s): \_\_\_\_\_

**List MBE Subcontractor(s) to be Removed:**

Name of MBE Subcontractor	MDOT Certification Number	Total Original MBE Contract Amount	MBE % of Total Contract

**List Replacement MBE Subcontractor(s) – if applicable\*:**

Name of MBE Subcontractor	MDOT Certification Number	Total MBE Contract Amount	MBE % of Total Contract

**\*If MBE Subcontractor(s) NOT Replaced, Please Provide “Good Faith” Effort Log:**

Name of MBE Subcontractor	MDOT Certification Number	MBE Telephone #	Reason Unavailable

Note: “good faith” effort must comply with the standards set forth at the time of bid and referenced in the bid documents.

A change in subcontractor is a material change to the contract. The following is a minimal list of documents **required** to complete the change(s). Please complete and submit the items below with this application:

1. A supporting letter on prime contractor's letter head explaining the removal and replacement (if applicable) of the original subcontractor(s). A copy of this letter must also be sent to the removed subcontractor.
2. Documentation from the MBE subcontractor(s) being removed explaining the reason.
3. A revised Attachment B - MBE Participation Schedule recording changes in MBE participation.
4. A new Attachment D – Minority Business Enterprises Subcontractor Project Participation Statement for *each* new MBE subcontractor.
5. If removed MBE subcontractor(s) is NOT replaced, an Attachment E – Minority Subcontractor Unavailability Certificate should be included for *each* subcontractor contacted during "good faith" effort to replace MBE subcontractor(s).
6. If the removed MBE subcontractor(s) is NOT replaced, an Attachment F – MBE Waiver Documentation must be included in addition to "good faith" documentation.

**Person Completing this Form**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**HCPSS Purchasing Office - ONLY**

Date Form Received: \_\_\_\_\_

Date Supporting Document(s) Received: \_\_\_\_\_ Supporting Letter (Prime)  
\_\_\_\_\_ Documentation (Sub)  
\_\_\_\_\_ Revised Attachment B  
\_\_\_\_\_ New Attachment D  
\_\_\_\_\_ Attachment E (multiple)  
\_\_\_\_\_ Attachment F

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_

Purchasing Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_



# Exhibit C

## HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of the contract or at any time during the contract, the awarded HCPSS contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will be completed by the contract manager and become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 60% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Contract/Bid Number: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Department: \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the contract. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 60% or less overall evaluation scorecard rating may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.**

Satisfaction with the contractor's performance:

**Highly  
Dissatisfied**

**Highly  
Satisfied**

1. **Quality of Work.** The contractor's ability to do the job right the first time.

1 2 3 4 5 6 7 8 9 10 N/A

2. **Responsiveness.** The contractor's ability to adapt to changes and meet unusual needs.

1 2 3 4 5 6 7 8 9 10 N/A

3. **Professionalism.** The courtesy and standards of conduct maintained by the contractor and his or her employees.

1 2 3 4 5 6 7 8 9 10 N/A

4. **Resources.** The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.

1 2 3 4 5 6 7 8 9 10 N/A

5. **Schedule Management.** The contractor's ability to show up when

## Exhibit C

### HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A
6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. <b>Submittal Management.</b> The contractor's ability to provide submittals In a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A

