



MARYLAND ENVIRONMENTAL SERVICE

Request for Proposals (RFP)

PROJECT ID No. 1-18-3-21-8

**CONOWINGO CAPACITY RECOVERY AND
INNOVATIVE REUSE AND BENEFICIAL USE
PILOT PROJECT**

**Issue Date: August 31, 2017
Due Date: October 5, 2017 at 2:00 P.M.**

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

Please Note: In the event of emergency closing of Maryland Environmental Service (MES) offices, this RFP is due at the same time on the next regular working day.

**MARYLAND ENVIRONMENTAL SERVICE
NOTICE TO VENDORS**

In order to help us improve the quality of MES solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: CONOWINGO CAPACITY RECOVERY AND INNOVATIVE REUSE AND BENEFICIAL USE PILOT PROJECT

Solicitation No: 1 - 18 - 3 - 21 - 8

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the contract is not something we normally provide.
 - We are inexperienced in the work/commodities required.
 - The specifications are either unclear or too restrictive. (Please explain in remarks section.)
 - The scope of work is beyond our current capacity.
 - Doing business with government is simply too complicated
 - We cannot be competitive. (Please explain in remarks section)
 - Time for completion is insufficient.
 - Bonding/insurance requirement are prohibitive. (Please explain in remarks section.)
 - Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain in remarks section.)
 - Prior experience with State of Maryland contracts was unprofitable or otherwise (Please explain in remarks section.)
 - Difficulty with MES Website
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

MARYLAND ENVIRONMENTAL SERVICE
RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals: CONOWINGO CAPACITY RECOVERY AND INNOVATIVE REUSE AND BENEFICIAL USE PILOT PROJECT

Solicitation Number: RFP # 1-18-3-21-8

RFP Issue Date: August 31, 2017

RFP Issuing Office: Maryland Environmental Service

Procurement Officer: Hattie M. Crosby, CPPO/ITIL
259 Najoles Road
Millersville, MD 21108
Phone: 410-729-8510
Fax: 410-729-8280
e-mail: procurement@menv.com

Contract Project Manager: Melissa Slatnick
mslat@menv.com

Proposals are to be sent to: Procurement and Contracts
Maryland Environmental Services
259 Najoles Road
Millersville, MD 21108
ATTN: Hattie M. Crosby, CPPO
TITLE: Assistant Chief of
Procurement and Contracts

Pre-Proposal Conference: September 14, 2017 10:00 AM Local Time

Site Visit: To be Determined (TBD)

Questions Due: September 21, 2017 at 2:00 PM.

Closing Date and Time: October 5, 2017 at 2:00 P.M.

MBE Goal: YES

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Environmental Service (Service or MES) is issuing this Request for Proposals (RFP) to perform a pilot dredging and innovative reuse and beneficial use project on approximately 25,000 cubic yards of sediment in the Maryland portion of the Susquehanna River upstream of the Conowingo Dam.

MES is seeking a firm that can accommodate all components of the proposed pilot project including: 1) preparation of staging areas and roadways; 2) hydraulically dredging approximately 25,000 cubic yards of material; 3) pumping a slurry of sediment and water from the dredging location to a landside staging area; 4) dewatering, handling, and stockpiling the material at the staging location; 5) processing the material, if needed, at an interim staging location; 6) beneficially using and/or innovatively reusing all the dredged material in the State of Maryland in accordance with the most recent version of the Maryland Department of the Environment (MDE) *Innovative Reuse and Beneficial Use of Dredged Material Guidance Document* (<http://mde.maryland.gov/programs/Marylander/Pages/dredging.aspx>); and 7) restoration of disturbed areas. The purpose of the Conowingo capacity recovery and innovative reuse and beneficial use pilot project is to evaluate the feasibility of a scalable project to dredge accumulated sediments and beneficially reuse or innovatively use them within the new Maryland guidance framework and minimize potential sediment releases over the dam.

- 1.1.2 It is MES's intention to obtain services, as specified in this RFP, under a Contract between MES and the selected Successful Offeror. The anticipated duration of the construction phase to be provided under this Contract is 365 days from the Notice to Proceed (NTP).
- 1.1.3 MES intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 All Potential Offerors, contractors, and subcontractors are strictly prohibited from performing any site visits, sampling or investigations in the proposed dredging area or any areas in the Conowingo Pond until notified by the Service. The dredging area as shown on the Contractor Drawings will change. There are underwater hazards that have not yet been fully identified. The Service is actively working to finalize the dredging location for the Conowingo Pilot Project and will notify potential Offerors the final location and permit access as needed for the purposes of developing proposals; until that time no access is permitted. The potential dredging area described in this RFP and shown on the attached drawings is solely for the purpose of describing the work to be conducted.
- 1.1.6 The potential staging area described in this RFP and shown on the attached drawings is solely for the purpose of describing the work to be conducted in the staging area, once a final staging area has been identified by MES. Unless otherwise notified by MES, offerors should not assume that the staging area described herein will ultimately be selected by MES as the staging area for the project. MES may, in its sole discretion, designate an alternative property to be used for the staging area.

1.2 Contract Type

The Contract that results from this RFP shall be a fixed price.

1.3 Contract Duration

- 1.3.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by MES following approval of the Contract by the MES Board of Directors, if such approval is required (Contract Commencement).
- 1.3.2 As of the date contained in a Notice to Proceed (NTP), the Contractor shall begin performing all activities required by the Contract, including the requirements of the solicitation.
- 1.3.3 The duration of the Contract will be **for a period of 365 days** from the date of the NTP for the provision of all services required by the Contract, and the requirements of the RFP. All hydraulic dredging work required under this project shall be completed by March 1, 2018.
- 1.3.4 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (See Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.4 Procurement Officer

The sole point of contact in MES for purposes of this solicitation prior to the award of any Contract is the Procurement Officer/Coordinator at the address listed below:

Hattie M. Crosby,
Assistant Chief of
Procurement and
Contracts
259 Najoles Road
Millersville, MD 21108
Phone Number: 410-729-8510
E-mail: procurement@menv.com

MES may change the Procurement Officer at any time.

1.5 Contract/Project Manager

The MES representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Project Manager may authorize in writing one or more MES representatives to act on behalf of the Project Manager in the performance of the Project Manager's responsibilities.

The Project Manager is:

Melissa Slatnick, Environmental Section Chief

MES may change the Project Manager at any time.

1.6 Pre-Proposal Conference and Site Visit

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

A Pre-Proposal Conference (the Conference) will be held on September 14, 2017 beginning at 10:00 AM Local Time, at 255 Najoles Road, Millersville, MD 21108 All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

A Site Visit will be held on a date to be determined. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer as soon as possible. MES will make a reasonable effort to provide any such special accommodation.

1.7 eMarylandMarketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the State of Maryland. In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on Register to begin the process, and then follow the prompts.

1.8 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-proposal Conference (if scheduled). If possible and appropriate, such questions will be answered at the Conference. No substantive questions will be answered prior to the Conference. Questions to the Procurement Officer shall be submitted via e-mail. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email at Procurement@menv.com in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least fourteen (14) days prior to the Proposal due date. MES, based on the availability of time to research and communicate an answer, and in its sole discretion, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP.

If it becomes necessary to revise this RFP before the due date for Proposals, MES shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, MES will post amendments to the RFP via the MES website. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals.

1.9 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under [COMAR 14.27.03.08](#)

1.10 Proposals Due (Closing) Date and Time

Proposals, in the format set forth in Section 4 must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than the time stipulated in order to be considered. Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the due date and time will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the Notice to Vendors form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.11 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

1.12 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by MES under the Public Information Act, Annotated Code of Maryland, General Provisions Article, Title 4. This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Price Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.13 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to MES, considering price and evaluation factors set forth in this RFP and for providing construction services as specified in this RFP.

1.14 Oral Presentation

Offerors may be required to make oral presentations to MES representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.15 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for *120 days* following the closing date of the Proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.16 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, MES shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted via MES's website at www.menv.com. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Bid/Proposal Affidavit (See **Attachment B-1**) accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.17 Cancellations/Reservations

MES, in its sole discretion, reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MES. MES also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without discussions or negotiations.

1.18 Incurred Expenses

MES will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to this solicitation.

1.19 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract is NOT and shall NOT be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). An interested party may protest to the Procurement Officer against the award of the contract which is the subject of this solicitation. The protest shall be in writing, addressed to the Procurement Officer and delivered to the headquarters of the Maryland Environmental Service. A protester may not file a protest by electronic means or by facsimile. A copy of the protest procedure is available by contacting the Procurement Officer. Any disputes/discrepancies related to the solicitation documents will not be acknowledged unless received within ten (10) days prior to the bid/proposal opening, in writing.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all construction services required by this RFP. All subcontractors must

be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, minimum qualifications, and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary.

1.21 Substitution of Personnel

Continuous Performance of Key Personnel

Unless substitution is approved as outlined herein, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Manager.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

1.22 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, sample attached herein as **Attachment A-1**. Any exceptions to this RFP or the Contract shall be clearly identified in the Cover Letter of the Technical Proposal. **A Proposal that takes exception to any of these terms may be rejected at MES' sole discretion.**

1.23 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B-1** of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C-1** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. For purposes of Section B of the Affidavit, please note that any company incorporated outside of Maryland is considered a foreign company. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or any modifications that may extend the Contract term.

1.25 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all

Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing MES or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.26 Verification of Registration and Tax Payment

Before a business entity can do business in Maryland it must be registered with the State Department of Assessments and Taxation (SDAT). The SDAT website is <http://dat.maryland.gov/Pages/default.aspx>

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Insurance Requirements

The Contractor shall at all times have and maintain Commercial General Liability with a combined limit for personal injury and property damage liability at One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and Vehicle Liability Insurance with a combined limit for personal injury and property damage liability of Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Certificates of such insurance acknowledging the Hold Harmless Clause contained in this document shall be filed with the Service.

1.28 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008 or as amended. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on construction contracts. The Contractor must comply with the prompt payment requirements. Additional information is available on GOMA's website at: [PROMPT PAYMENT POLICY](#)

1.29 Minority Business Enterprise Goals

A minimum overall MBE subcontractor participation goal of **(10%)** of the total contract dollar amount has been established for this procurement.

1.29.1 **Attachment A** – Minority Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors. A Bidder/Offer must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment A**) whereby:

- (a) The Bidder/Offer acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offer responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offer shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the

MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

- (c) A Bidder/Offeror requesting a waiver should review Attachment _E (Waiver Guidance) and _F (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment _A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.29.2 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.29.3 Within ten (10) working days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment B**)
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment C/C-page 2**)
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goals or of any applicable subgoal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.29.4 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

1.29.5 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE participation:

- (a) **Attachment G** (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) **Attachment I** (MBE Prime Contractor Report)
- (c) **Attachment H** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.29.6 The Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the following form, within ten (10) working days of recommendation for award and all documentation as required in COMAR 21.11.03.11 – Waiver:

- (a) **Attachment F** (Good Faith Efforts Documentation to Support Waiver Request)

1.29.7 All documents, including Attachment A, completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered to be a part of the resulting Contract and are hereby expressly incorporated by reference thereto.

1.29.8 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions (See **Attachment I-1**).

1.29.9 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment __A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment __A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.29.10 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 15th of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment G) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment I) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 15th of each month to the Service's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment H**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) 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 Program Manager request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.30 Living Wage Requirements

Living Wages are NOT required for this Contract

1.31 Federal Funding Acknowledgement

A resulting task authorization issued under this agreement may contain Federal funds. The contractor agrees to comply with and ensure compliance with any stipulations which may be applicable and identifiable under such task authorization.

Federal Funding is applicable for this project Federal Funding is not applicable for this project

1.32 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment D-1**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment D-1** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by [COMAR 21.05.08.08](#).

1.33 Investment Activities in Iran

The Bidder/Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment H-1**. The Certification must be provided with the Bid/Proposal.

1.34 Notice of Political Contributions

Any firm awarded a state agency contract shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article to which the contractor may be subject as provided in § 17-402 (2013).

SECTION 2 – SCOPE OF WORK

2.1 Background and Purpose

MES is seeking a qualified Contractor to perform a pilot dredging and innovative reuse and beneficial use project on approximately 25,000 cubic yards of sediment in the Maryland portion of the Susquehanna River upstream of the Conowingo Dam.

The purpose of the Conowingo capacity recovery and innovative reuse and beneficial use pilot project is to evaluate the feasibility of a scalable project to dredge accumulated sediments and beneficially reuse or innovatively use them within the new Maryland guidance framework and minimize potential sediment releases over the dam. The proposed pilot dredging will be performed in a pre-selected location that is approximately five (5) acres in size in the Maryland portion of the Susquehanna River, north of the Conowingo dam. All of the dredged material will be subsequently dewatered at a nearby staging site and intended for an innovative and/or beneficial end use. Please note that all proposed end use(s) applications must be performed in the State of Maryland and adhere to the guidelines described in the most recent version of the Maryland Department of the Environment (MDE) *Innovative Reuse and Beneficial Use of Dredged Material Guidance Document* (<http://mde.maryland.gov/programs/Marylander/Pages/dredging.aspx>). The potential staging area is still to be finalized and will be located in an area that is within feasible pipeline distance. A minimum parcel size of five (5) acres is preferred to accommodate the dewatering equipment and materials, including stockpile space for the dewatered material.

MES is seeking a firm that can accommodate all components of the proposed pilot project including: 1) preparation of staging areas and roadways; 2) hydraulically dredging approximately 25,000 cubic yards of material; 3) pumping a slurry of sediment and water from the dredging location to a landside staging area; 4) dewatering, handling, and stockpiling the material at the staging location; 5) processing the material, if needed, at an interim staging location; 6) beneficially using and/or innovatively reusing all the dredged material in the State of Maryland in accordance with the most recent version of the Maryland Department of the Environment (MDE) *Innovative Reuse and Beneficial Use of Dredged Material Guidance Document* (<http://mde.maryland.gov/programs/Marylander/Pages/dredging.aspx>); and 7) restoration of disturbed areas.

Development of the project is ongoing, and MES will update Offerors on the status of the following variables as they become finalized:

- A funding source will be identified by the time of Contract award.
- The Environmental Protection Agency Clean Water Action Section 404 permit has not yet been issued.
- A determination on the project has not been made by the Federal Energy Regulatory Commission (FERC).
- The selection of a staging area is currently ongoing.
- Selection of a revised dredging area is currently ongoing.
- Applicable access agreement(s) are being identified and developed.
- US Fish and Wildlife Service Section 7 Consultation.
- There are underwater hazards that have not yet been fully identified.

Any permitting or approvals required by the Contractor's proposed innovative reuse/beneficial use process of the dredged material shall be obtained by the Contractor.

2.2 Scope of Work - Requirements

LOCATION

- A. The dredging work shall be performed in the Susquehanna River, north of the Conowingo Dam in a designated location.

- B. The Contractor shall be provided with a staging area within proximity to the dredging site. The potential staging area is still to be determined and will be located in an area that is within feasible pipeline distance.

SCOPE OF WORK

- A. All work shall conform to the Contract Documents, the Technical Specifications, the Contract Drawings, the Special Provisions, and as directed by the Maryland Environmental Service (the “Service”).
- B. The work to be completed under this contract consists of the furnishing of all materials and equipment and the performing of all labor to complete the dredging of approximately 25,000 cubic yards in the Susquehanna River and an innovative reuse and/or beneficial end use project, including, but not limited to, hydraulic dredging, dewatering, handling, stockpiling of the dredged material, management of stockpiles, processing (if needed) at an interim staging location, roadway and staging area preparation and repairs, site facilities, end use permitting and approvals, and all related work. All aforementioned work shall conform to these specifications, the Technical Specifications, the Contract Drawings, and as directed by the Service.
- C. The Contractor shall provide boat transportation and access to floating equipment for the Service inspectors and engineers.

SCHEDULE OF WORK

- A. Within seven (7) business days after receiving the Notice to Proceed (NTP) for each work item or contingent item, the Contractor shall submit, in electronic format acceptable to the Service, its work schedule to the Service for approval.
- B. The work schedule shall indicate the starting and finishing dates of all construction activities. The Contractor shall adhere to this work schedule with adjustments as approved by the Service.
- C. All hydraulic dredging work required under this project shall be completed by March 1, 2018.

CONTRACT DRAWINGS

- A. The Contract Drawings, dated August 31, 2017, which accompany and form a part of the Contract Documents, bear the general title:

**CONOWINGO CAPACITY RECOVERY AND INNOVATIVE REUSE
AND BENEFICIAL USE PILOT PROJECT**

Project ID No. 1 - 1 8 - 3 - 2 1 - 8

and are separately numbered and titled as follows:

Drawing	Title
G-1	TITLE SHEET
G-2	GENERAL NOTES, LEGEND AND ABBREVIATIONS
G-3	OVERALL KEY MAP
EX-1	EXISTING CONDITIONS – DREDGE AREA
EX-2	EXISTING CONDITIONS – POTENTIAL STAGING AREAS
SA-1	POTENTIAL STAGING AREA, ACCESS AND PIPELINE ROUTES PLAN VIEW
SA-2	CONCEPTUAL LAYOUT OF PROPOSED STAGING AREA AND DETAILS
SA-3	CONCEPTUAL PIPELINE ROUTE OPTIONS PROFILE VIEW
SA-4	POTENTIAL TRUCK ROUTE
EC-1	TEMPORARY SEDIMENT EROSION CONTROL PLAN
EC-2	TEMPORARY SEDIMENT EROSION CONTROL DETAILS

D-1	PILOT DREDGING AREA PLAN
D-2	DREDGE CROSS SECTIONS A, B AND C
D-3	DREDGE CROSS SECTIONS D, E AND F
R-1	RESTORATION PLAN
R-2	RESTORATION DETAILS

SAFETY BRIEFING

- A. A Safety Briefing shall be held by the Contractor at the project site before the Contractor is allowed to begin work on the site. The Contractor is responsible for the safety operations and execution of Contractor work on this project.
- B. All Contractor's employees and subcontractors scheduled to work at the project site for more than one (1) day must attend the Contractor's Safety Briefing.

2.3 Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.3.1 The Offeror shall have a minimum of three (3) successful hydraulic dredging jobs in the past five (5) years. As proof of meeting this requirement, the Offeror shall provide with its Proposal a minimum of one (1) project where the dredged quantity by the offeror or primary subcontractor exceeded 30,000 cubic yards (cy), all other projects listed must be greater than 15,000 cy in dredged quantity.
- 2.3.2 The Offeror shall have representative project experience for the proposed dewatering technology for a minimum of three (3) successful dredged material dewatering projects in the past five (5) years. All projects included must exceed 15,000 cy of dredged material successfully dewatered.
- 2.3.3 The Offeror shall have representative project experience for the proposed innovative reuse/beneficial use project relative to soil processing technology and/or methods for a minimum of one (1) soil processing project in the past five (5) years. All projects must exceed 15,000 cy of material successfully processed. The proposed innovative reuse/beneficial use process shall be a feasible process with demonstrated proven examples of the technology and/or methods. Please note, project experience is not limited to the State of Maryland.

2.4 Invoicing

2.4.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Project Manager. All invoices shall include the following information:
- Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - MES assigned Contract number;
 - MES assigned Purchase Order number(s);
 - Task/Item #;

- MBE Attachment G;
- Breakdown of completed work by Bid item and quantities; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) Invoices shall be submitted monthly and shall be supported by a summary of work items or tasks that were completed during the billing period of the respective invoice. All progress reports for the billing period must have been received by the Service.
- (c) The Service will not pay for material dredged outside the dredging limits as shown on the Contract Drawings.
- (d) For additional details, please refer to Technical Specifications Section 01 20 00: Price and Payment Procedures
- (e) All invoices shall be submitted to:

Maryland Environmental Service
259 Najoles Rd
Millersville, Maryland 21108
Attn: Accounts Payable
- (f) MES reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide MES with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

2.4.2 Invoice Submission Schedule

MES will accept receipt of invoices on a monthly basis for review and approval of the work completed at that time. Invoices are due by the 15th of the month following the end of the month in which services were performed. Invoices will be paid based on the unit prices provided on the Construction Price Form for actual quantities completed as specified under the Contract Documents and verified by the Service.

2.5 Liquidated Damages

- 2.5.1 The Contractor will be liable for liquidated damages in the amount of **three thousand dollars (\$3,000)** per calendar day beyond the time specified in the Contract Time for Performance. Additionally, all hydraulic dredging work required under this project shall be completed before March 1, 2018. If all dredging work is not completed with the specified time period, the Contractor will be liable for liquidated damages in the amount of **six thousand dollars (\$6,000)** per calendar day beyond the time specified.

2.6 MBE Reports

- 2.6.1 If this solicitation includes a MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:
 - **Attachment G**, the Prime Contractor Paid/Unpaid MBE Invoice Report by the 15th of the month following

the reporting period to the Contract Manager and the MBE Liaison Officer.

- **Attachment H**, the MBE Subcontractor/ Contractor Unpaid MBE Invoice Report by the 15th of the month following the reporting period to the Project Manager and the MBE Liaison Officer.
- **Attachment I**, the MBE Prime Contractor report by the 15th of the month following the reporting period to the Project Manager and the MBE Liaison Officer.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – PRICE PROPOSAL – **See note in 3.4**

3.2 Proposals

3.2.1 Volume I – Technical Proposal, and Volume II – Price Proposal shall be sealed and labeled separately from one another. Each Volume shall contain a bound original, so identified, and four (4) copies. The two (2) sealed Volumes shall be submitted together under one (1) label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- Closing date and time for receipt of Proposals

To the Chief Procurement Officer prior to the date and time for receipt of Proposals (see Section 1.10 —Proposals Due (Closing) Date and Time).

3.2.2 An electronic version (CD) of each volume of the Proposal in searchable Adobe.pdf format must be enclosed with the original Technical and Price Proposal. CDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CDs must be packaged with the original copy of the appropriate Proposal (Technical or Price).

3.3 Delivery

Offerors may either mail or hand-deliver Proposals.

3.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for MES by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, MES recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified.

3.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated and signed (or otherwise indicated) receipt of delivery.

3.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

3.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Price Proposal (Volume II).

All proposals shall be 8 1/2" x 11" format with all standard text no smaller than 10 point. All original submissions should use one-sided copying and shall be bound, with tab dividers corresponding to the content requirements specified below.

Failure to comply with this format may deem proposals as being non-responsive, and they may not be considered for evaluation and award. Proposals shall be clearly labeled to include the proposal number and title, in the format described below. Tabs are preferred sectioning each area as follows:

- SECTION 1 Cover Letter
- SECTION 2 Background, Minimum Qualifications and Experience
- SECTION 3 Scope of Work and Submittal Drawings
- SECTION 4 Provide References (See **Attachment E-1 & E-1.2**)
- SECTION 5 Required Forms:
 - MBE Utilization & Fair Solicitation Affidavit & MBE Participation Schedule (See **Attachment A**)
 - Bid/Proposal Affidavit (See **Attachment B-1**)
 - Conflict of Interest Statement (See **Attachment D-1**)
 - Contractors Qualification Questionnaire (See **Attachment CQ-1**)
 - List of Subcontractors (See **Attachment LS-1**)
 - Equipment List (See **Attachment EL-1**)
 - Certification of Investment Activities in Iran (See **Attachment H-1**)
 - Copy of Current State of MD License/Certification of Good Standing

SECTION 1 - COVER LETTER:

Offerors shall include a cover letter signed by a party authorized to sign binding agreements on behalf of the Offeror. The cover letter should provide a high level overview of the key components of the submittal. The letter shall clearly indicate that the Offeror has carefully read all the requirements in the RFP, and indicate whether the Offeror takes any exceptions to the requirements. The cover letter should not exceed three (3) pages.

SECTION 2 - MINIMUM QUALIFICATIONS AND EXPERIENCE:

This section of the proposal is designed to establish the Offeror as an entity with the ability and experience to fill the requirements specified in the solicitation. The Offeror's background should be concise and clear, and include descriptive information regarding the construction services. The following information shall clearly provide and submit any Minimum Qualifications documentation that may be required, as set forth in *Section 2—Minimum Qualifications*.

- A. Offerors shall submit project summaries showing offeror or primary subcontractor representative project experience for a minimum of three (3) successful hydraulic dredging jobs in the past five (5) years. Projects must include a minimum of one (1) project where the dredged quantity by the offeror or primary subcontractor exceeded 30,000 cubic yards (cy), all other projects listed must be greater than 15,000 cy in dredged quantity.
 - a. Project summaries should include, at minimum, the following: project name, location, cost, dredged quantity, dredging equipment utilized, dewatering technology utilized, contractor role if not the prime contractor, project dates and durations, and other pertinent project details. All projects must include project references including name, company, project role, and contact information.
- B. Offerors shall submit project summaries showing offeror or primary subcontractor representative project experience for the proposed dewatering technology for a minimum of three (3) successful dredged material dewatering projects in the past five (5) years. All projects included must exceed 15,000 cy of dredged material successfully dewatered.
 - a. Project summaries should include, at minimum, the following: project name, location, cost, dewatered quantity, dewatering methodology, final disposal option, average daily throughput, contractor role if not the prime contractor, project dates and durations, and other pertinent project details. All projects must include project references including name, project role, and contact information.

- C. Offerors shall submit project summaries showing offeror or primary subcontractor representative project experience for the proposed innovative reuse/beneficial use relative to soil processing technology and/or methods for a minimum of one (1) soil processing project in the past five (5) years. All projects must exceed 15,000 cy of material successfully processed. Please note, project experience is not limited to the State of Maryland. The Offeror shall disclose any applicable approvals, permits, and/or facilities.
- a. Project summaries should include, at minimum, the following: project name, location, cost, soil processing quantity and methodology, final disposal option, average daily throughput, contractor role if not the prime contractor, project dates and durations, and other pertinent project details. All projects must include project references including name, project role, and contact information.

SECTION 3 - SCOPE OF WORK:

All proposals shall include a detailed description of the services to be rendered, including, but not limited to a written general understanding and any deviations to the requirements outlined in the Scope/Statement of Work contained herein.

- A. Offerors shall submit the following information to sufficiently convey their work plan from dredging to end use on proposed equipment and/or methodology including drawings to display Offeror's process to perform all work:
- a. Identify proposed dredging equipment including dredge type(s), sizing, if the equipment is owned or rented, and the current location of the equipment.
 - b. Identify proposed dewatering equipment including method, quantities, brands or equipment types, and if the equipment is owned or rented.
 - c. Identify and describe the proposed innovative reuse and/or beneficial end use project including a detailed description of the process and product, specific location of end use, process production rates, and any anticipated permit or approval requirements. Please note that all proposed end use(s) applications must be performed in the State of Maryland and adhere to the guidelines described in the most recent version of the Maryland Department of the Environment (MDE) *Innovative Reuse and Beneficial Use of Dredged Material Guidance Document* (<http://mde.maryland.gov/programs/Marylander/Pages/dredging.aspx>).
 - d. Identify proposed alternate staging and/or processing location(s), if needed, as part of Offeror's proposed work plan.
 - e. Identify proposed staff and experience including, at minimum, proposed project manager and site superintendent or foreman.
 - f. The Offeror shall disclose any applicable approvals, permits, and/or facilities as it relates to the proposed end use project.
- B. Offerors shall submit a detailed description listing proposed major subcontractors, proposed scopes, and approximate work percentage for all work required under this contract.
- C. Offerors shall submit a detailed project schedule.

SECTION 4 - REFERENCES:

References shall be submitted in References Section (See Attachment E-1 & E-1.2)

SECTION 5 - REQUIRED FORMS:

Provide all forms as outlined above.

3.5 Volume II – Price Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 3.2—Proposals, the Offeror shall submit one (1) unbound original, four (4) copies, and an electronic version in searchable Adobe.pdf of the Price Proposal.

All proposals shall be 8 1/2" x 11" format with all standard text no smaller than 10 point. All original submissions should use one-sided copying and shall be bound, with tab dividers corresponding to the content requirements specified below.

Failure to comply with this format may deem proposals as being non-responsive, and they may not be considered for evaluation and award. Proposals shall be clearly labeled to include the proposal number and title, in the format described below. Tabs are preferred sectioning each area as follows:

- SECTION 1 Price Proposal: Construction Price Form
- SECTION 2 Financial Capability
- SECTION 3 Required Forms:
 - Bid Bond (See **Attachment J-2**)
 - Example of Insurance Certificate Acknowledging Requirements

SECTION 1 –PRICE PROPOSAL – Construction Price Form

Offeror's shall complete and fill in all Bid Items on the Construction Price Form. **Prospective Offerors shall not modify the Construction Price Form which is the financial pricing for this RFP.**

SECTION 2 - FINANCIAL CAPABILITY:

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. The Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- Dunn and Bradstreet Rating;
- Standard and Poor's Rating;
- Lines of credit;
- Evidence of a successful financial track record; and
- Evidence of adequate working capital.

SECTION 3 - REQUIRED FORMS:

Provide all forms as outlined above.

SECTION 4 – EVALUATION COMMITTEE, CRITERIA, SELECTION AND AWARD PROCEDURE

4.1 Evaluation Committee/Selection/Award

4.1.1 EVALUATION COMMITTEE –

An evaluation committee, selected by MES, will review and evaluate all proposals. The Committee will conduct its evaluation of the merits of the responsive proposals. Each member will score this phase of the evaluation in accordance with the following:

EVALUATION CRITERIA	
A. Methodology Offeror’s proposal including best practice methods and outline for accomplishing the scope of work contained herein. Higher consideration will be given based on demonstrated potential scalability, project feasibility, and innovation for the proposed IR/BU end use.	26
B. Firm’s Background & Experience Firm’s background and experience with specific examples of successfully completed dredging, dewatering, and soil processing projects	25
C. Schedule Firm’s proposed schedule for completing the task within the timeframes identified herein	10
D. MBE Participation A minimum of 10% MBE sub-contracting is recommended	10
E. References Responses to references provided as part of this solicitation on the attached form	6
F. Quality of Proposal Firm’s overall quality, completeness, organization, compliance, and responsiveness of the proposal.	3
G. Pricing Price proposal – Bid Construction Form made part of Volume II	20
Total Points Possible	100

The Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to MES, considering price and evaluation factors set forth in this RFP and for providing the goods and services as specified in this RFP

Offerors may be required to make oral presentations to MES representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. – from [Section 1.14.](#)

4.1.2 PROPOSED PROJECT SCHEDULE - The proposed tentative schedule for evaluation of proposals, award of a contract requirements and completion of the project is as follow:

4.1.3

<i>August 31, 2017</i>	<i>RFP Issued</i>
<i>September 14, 2017</i>	<i>Pre-Proposal Conference</i>
<i>September 21, 2017</i>	<i>Questions Due in Writing to the Procurement Officer by 2:00 p.m.</i>
<i>September 27, 2017</i>	<i>Issuance of Addendums</i>
<i>October 5, 2017</i>	<i>RFP Due 2:00 P.M.</i>
<i>Oct. 2017</i>	<i>Oral Presentations Notifications (if required)</i>
<i>Oct. 2017</i>	<i>Interviews (if required)</i>
<i>November 6, 2017</i>	<i>Final Recommendation</i>
<i>November 22, 2017</i>	<i>Contract Award</i>
<i>December 1, 2017</i>	<i>Notice to Proceed</i>

PRE-MOBILIZATION MEETING:

Prior to commencement of work, the Contractor may be required to meet with MES’s Project Manager to review the contract and schedule of work.

4.1.4 DEBRIEFING OF UNSUCCESSFUL OFFERORS:

Upon written request made within thirty (30) calendar days after Contract Award, the Procurement Office will provide unsuccessful Offerors with a discussion of MES’s evaluation of their proposal, citing the strengths, deficiencies, and weaknesses. Point-by-point comparisons with the proposals of others will not be made. Debriefings will not include discussions of information contained in other Offerors' proposals.

4.2 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures:

- a. signed Contract (**Attachment A-1**),
- b. completed Contract Affidavit (**Attachment C-1**),
- c. completed MBE **Attachments B and C**, within ten (10) Working Days, if applicable;
- d. completed MBE **Attachment F** if a waiver has been requested, within ten (10) Working Days, if applicable;
- e. completed Payment & Performance Bonds (**Attachment J-1**), and
- f. copy of a current Certificate of Insurance with the prescribed limits set forth herein Insurance Requirements, naming MES as an additional insured;

The remainder of this page is intentionally left blank.

RFP ATTACHMENTS

SAMPLE CONSTRUCTION AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE
STATE OF MARYLAND
MES CONTRACT NO. __-__-__
(Rev. 6/14)

THIS CONSTRUCTION AGREEMENT, made **this** _____ **day of** _____, **2008**, by and between _____, herein called "**Contractor**", and the **MARYLAND ENVIRONMENTAL SERVICE**, an instrumentality of the State of Maryland, herein called "**Service**". Witnesseth, that the Contractor and Service, for the considerations herein mentioned agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall furnish all labor, equipment, and materials necessary for construction of the _____, and shall do everything required by this Agreement, the General Specifications, dated _____, the General Conditions, dated July, 2016, and Addenda No. _____, all of which are made a part and expressly incorporated into this Agreement herein, and are collectively referred to herein as the "**Agreement**").

ARTICLE II - TIME OF COMPLETION

The Contractor shall commence work on the date established in a written Notice to Proceed signed by the Service. The Contractor shall substantially complete the work, as defined in the Agreement Documents, within _____ calendar days from the Notice to Proceed.

The Contractor shall complete the work within the specified time of completion or will become liable for Liquidated Damages of _____ (\$ _____) per day as set forth in the Bid Form.

ARTICLE III - THE CONTRACT PRICE

The Service shall pay the Contractor (subject to additions and deductions specified herein)

as follows: _____ (\$_____), which is the _____ (\$_____), which represents the sum of the Total Base Bid and Add Alternate Number 1 as set forth on the Contractor's Bid Form. The unit price or breakdown included by the Contractor in their Bid, which is attached hereto and made a part of the Agreement, shall be used to adjust the Contract Price in the event of any changes in the work.

ARTICLE IV - ENGINEER

The Service or its designated representative shall perform the functions of the Engineer under the Agreement.

ARTICLE V - PAYMENT

Payment shall not be due until proper application for such has been made by the Contractor to the Service. In applying for payments, the Contractor shall follow the procedures as described in Section 8 of the General Conditions, itemized in such form and supported by such evidence as the Service may require, showing the Contractor's right to the payment claimed.

ARTICLE VI - GENERAL CONDITIONS

The Conditions contained in the State of Maryland, Maryland Environmental Service, General Conditions of the Contract between Owner and Contractor, dated July, 2016, are expressly incorporated and made a part of this Agreement herein.

ARTICLE VII - EXEMPTION FROM STATE PROCUREMENT CODE

(a) The Contractor is hereby put on notice that this Agreement is generally exempt from the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of

Maryland (hereinafter "Division II"). Except as specifically provided in Section 3-103 of the Natural Resources Article of the Annotated Code of Maryland, and this Agreement, the provisions of Division II, and the regulations adopted under authority contained in Division II do not apply. In particular, the Maryland State Board of Contract Appeals does not have jurisdiction over disputes arising out of any aspect of this Agreement, including but not limited to, disputes relating to the formation, award, performance, breach, modification, or termination of this Agreement, or disputes relating to the qualification or selection of bidders or offerors.

(b) The Service will enforce, and the Contractor agrees to abide by Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland, and the regulations adopted pursuant to that Subtitle. The aforesaid statute and regulations generally relate to purchases from minority businesses. In the event the provisions of the aforesaid statute or regulations conflict with the provisions of this Agreement, then the statute or regulations shall govern over the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

WITNESS

BY _____

Name: _____

Title: _____

MARYLAND ENVIRONMENTAL SERVICE

_____ BY _____
WITNESS

XXXXXXXXXXXX

Approved as to form and legal sufficiency this _
_____ day of
_____,

Assistant Attorney General

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), _____ (title), of
_____ (print firm name) possess the legal
authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS.

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the

Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for

the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

Acknowledgement of Addendum: #__ Dated: _____
#__ Dated: _____

Federal Employer Identification No. _____
(or Social Security No., if no F.E.I.N.)

Maryland State Dept. of Assessments & Taxation (SDAT) Vendor Dept. ID No. _____

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C-1 – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), _____ (title), of
_____ (print firm name) possess the
legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic (Maryland) or foreign (out-of-state);
- (2) Limited Liability Company domestic (Maryland) or foreign (out-of-state);
- (3) Partnership — domestic (Maryland) or foreign (out-of-state);
- (4) Statutory Trust — domestic (Maryland) or foreign (out-of-state);
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name _____ Dept. No.: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name _____ Dept. No.: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is

prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that

the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID I FURTHER

AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated, _____20__ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____(signature of Authorized Representative and Affiant)

ATTACHMENT D-1 –CONFLICT OF INTEREST

Reference [COMAR 21.05.08.08](#)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to MES, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____ (Authorized Representative and
Affiant)

ATTACHMENT E-1.1 – REFERENCES - Offeror

Name/Company	Title	Telephone #	E-mail	Value of Work
1.				
Provide Description of Project:				

Name/Company	Title	Telephone #	E-mail	Value of Work
2.				
Provide Description of Project:				

Name/Company	Title	Telephone #	E-mail	Value of Work
3.				
Provide Description of Project:				

Note: **DO NOT INCLUDE ANY MES STAFF MEMBERS.** References may or may not be reviewed or contacted at the discretion of MES. Typically, only references of the highest ranking offeror(s) are contacted. MES reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

ATTACHMENT E-1.2 – REFERENCES – Offeror’s Engineer

Name/Company	Title	Telephone #	E-mail	Value of Work
1.				
Provide Description of Project:				

Name/Company	Title	Telephone #	E-mail	Value of Work
2.				
Provide Description of Project:				

Name/Company	Title	Telephone #	E-mail	Value of Work
3.				
Provide Description of Project:				

Note: **DO NOT INCLUDE ANY MES STAFF MEMBERS.** References may or may not be reviewed or contacted at the discretion of MES. Typically, only references of the highest ranking offeror(s) are contacted. MES reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

I. GENERAL

A. Legal Title and Address of Organization:

B. Maryland Representative's Name, Title and Address:

C. _____ Corporation _____ Co-Partnership _____ Individual
(CHECK ONE)

D. If a Corporation, state:

Capital Paid in Cash \$ _____

Date of Incorporation _____

State in which Incorporated _____

Name and Title of
Principal Officers

Date Assuming
Position

E. If a Co- Partnership, state:

Date of Organization _____

Nature of Partnership _____
(General, Limited or Association)

Name and Address of Partners

Age

F. If Individual, state name and address of owner:

G. List major items of equipment fully owned by organization, giving approximate value and age
(If not fully owned, so state)

H. Is any member of your organization employed by the State of Maryland, a member of any State Institution's Board of Managers or Trustees, or in any way officially connected with the State Government? _____ If yes, explain:

I. Give name and data about any construction projects you have failed to complete (use separate sheet if necessary) :

J. Has your organization ever been party to any criminal litigation as a result of construction methods, costs, etc.? _____
_____ If yes, explain:

II. FINANCIAL

A. Give value of all construction equipment fully owned by your organization:

B. Give value of total assets of organization (including equipment value in II. A. above) :

C. Give value of total liabilities of organization:

D. Give total contract value of work accomplished by your organization in each of the last three (3) years:

_____ 20_____ _____ 20_____ _____ 20_____

E. Give contract value of work presently being accomplished by, or pending award to your organization:

_____ (Date) _____
_____ (Date) _____

F. Give value of any judgments or liens outstanding against your organization:

G. Has any Bond Company refused to write you a bond on any construction work? _____
If yes, explain:

H. Give maximum value of contract work for which you could obtain Bond:

III. EXPERIENCE

A. Indicate type of contracting undertaken by your organization and years of experience:

General _____ Sub _____ Type _____
Years Years Years

Type _____ Type _____
Years

B. State construction experience of Principal members of your organization:

Construction Experience

Name	Title (Pres., Mgr., etc.)	Construction Experience (Years)	Type of Work (Such as Houses, Hospitals, Apts., etc.)	In What Capacity (Forman, Supt., etc.)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

C. Give any special qualifications of firm members (Registered Engineers, Surveyors, etc.):

D. List some principal projects completed by your organization:

Project Name	General or Subcontractor	Contract Amount	Year	Designing Architect or Engineer	Owners' Name & Address
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____
_____	_____	\$ _____	_____	_____	_____

E. If General Contractor, list some subcontractors in various fields who have worked under you:

F. If subcontractor, list some general contractors for whom you have worked:

G. 1. What was the money value of the largest project accomplished by your organization and what year:

\$ _____ 19 _____ 20 _____

2. Maximum value in last 3 years: \$ _____

3. Maximum value you prefer to undertake: \$ _____

4. Price range of work your organization is deemed best adapted to undertake:

\$ _____

H. Is your organization licensed in the State of Maryland for the current year? _____
Give date and number of license: _____

The above statements are certified to be true and accurate.

Dated this _____ day of _____ 20_____

By _____

Name of Organization

**Note: If a corporation, president Must sign
and a corporate Seal must be affixed**

State of _____

County of _____

_____ being duly sworn, states that he/she is

_____ of _____ and that the answers
(Name of Organization)

to the foregoing questions and all statements therein are true and correct.

Sworn to before me this _____ day of _____ 20_____

My Commission Expires _____

Notary Public

ATTACHMENT LS-1 LIST OF SUBCONTRACTORS

The Contractor shall list all of his proposed subcontractors on these pages.

Name of Company

Address & Telephone Number

1 _____

Address: _____

Phone: _____

2 _____

Address: _____

Phone: _____

3 _____

Address: _____

Phone: _____

4 _____

Address: _____

Phone: _____

5 _____

Address: _____

Phone: _____

6 _____

Address: _____

Phone: _____

7

Address:

Phone:

8

Address:

Phone:

9

Address:

Phone:

10

Address:

Phone:

11

Address:

Phone:

12

Address:

Phone:

Prepared by: _____

Date: _____

Title: _____

ATTACHMENT F-1 – PRICE PROPOSAL FORM

By submitting a Technical Proposal and this Price Proposal, the undersigned hereby declares to have carefully examined all documents, attachments and reference materials described within this RFP and contract document. The undersigned further proposes and agrees to furnish all all labor, material and equipment for the performance of the above referenced contract for MES in accordance with the RFP and all other documents referenced by the RFP including all attachments and Addenda issued by MES.

Price Proposal: Construction Price Form for Project ID No.1-18-3-21-8

ATTACHMENT H-1 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- a. it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- b. it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

3. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Certification is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Certification is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Certification or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Certification, (2) the contract, and (3) other Affidavits and/or Certifications comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

PROC-26 (3/2013)

ATTACHMENT I-1: LIQUIDATED DAMAGES PROVISIONS – MBE GOALS

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Service and the Contractor acknowledge and agree that the Service 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 Service 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 Service 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 Service 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 or may bring a separate action in the Courts of the State of Maryland to collect the amounts due. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Service is anticipated to incur as a result of such violation and do not constitute a penalty.

1. Failure to submit each monthly payment report on the date due in full compliance with COMAR 21.11.03.13B (3): **\$25.23** per day until the monthly report is submitted as required.
2. 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): **\$90.77** per MBE subcontractor.
3. 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.
4. 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.
5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$91.95** per day until the undisputed amount due to the MBE subcontractor is paid. [THIS PROVISION DOES NOT APPLY TO CONTRACTS THAT ARE SUBJECT TO SECTION 15-226 OF THE STATE FINANCE AND PROCUREMENT ARTICLE – CONSTRUCTION CONTRACTS – PROMPT PAYMENT OF SUBCONTRACTORS].

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

ATTACHMENT J-1 PERFORMANCE BOND & PAYMENT BOND

PERFORMANCE BOND

Principal _____ Business Address of Principal _____

Surety _____ Obligee:
a corporation of the State of _____ STATE OF MARYLAND
and authorized to do business in _____ Maryland Environmental Service
the State of Maryland

Penal sum of Bond (express in words and figures) _____ Date of Contract:
_____ 20 _____

Description of Contract _____
Date Bond Executed
_____ 20 _____

Contract Number:

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

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

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

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

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

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

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

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

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

In Presence of: Individual Principal
Witness

_____ as to _____(Seal)

In Presence of: Co-Partnership Principal
Witness

_____(Seal)

Name of Co-Partnership

_____ as to By: _____(Seal)

_____ as of _____(Seal)

_____ as of _____(Seal)

Corporate Principal

(Name of Corporation)

Attest:

Corporate Secretary

By: _____

President

AFFIX
CORPORATE
SEAL

(Surety)

(Business Address of Surety)

Attest:

Title: _____

AFFIX
CORPORATE
SEAL

Signature

Bonding Agent's Name

(Bonding Agent's Address)

Approved as to legal form and sufficiency

this, _____ day of _____ 20____

Asst. Attorney General

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee:
a corporation of the State of _____ and authorized to do business in the State of Maryland	STATE OF MARYLAND Maryland Environmental Service
Penal sum of Bond (express in words and figures)	Date of Contract:
_____	_____ 20_____
Description of Contract	Date Bond Executed
	_____ 20_____
Contract Number:	

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

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

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

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

1. A claimant is defined to be any and all of those persons applying labor and material (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of such suit.

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

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

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

In Presence of: Individual Principal
Witness

_____ as to _____ (Seal)

In Presence of: Co-Partnership Principal
Witness

_____ (Seal)

Name of Co-Partnership

_____ as to By: _____ (Seal)

_____ as of _____ (Seal)

_____ as of _____ (Seal)

Corporate Principal

(Name of Corporation)

Attest:

Corporate Secretary

By _____
President

AFFIX
CORPORATE
SEAL

(Surety)

(Business Address of Surety)

Attest:

Signature

Title: _____
,
AFFIX
CORPORATE
SEAL

Bonding Agent's Name

(Bonding Agent's Address)

Approved as to legal form and sufficiency

this, _____ day of _____, 20_____

Asst. Attorney General

ATTACHMENT J-2 BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ as Principal, hereinafter called the (Bidding Company)

Principal, and _____, a corporation
(Bonding Company)

duly organized under the laws of the State of _____, as Surety hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called " State " for the sum of _____ Dollars (or \$ _____), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

(Identify project by number and brief description)

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance (ninety (90) days, if no such period is specified) shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days, if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:
Witness

(Name of Individual) (Seal)

_____ as to

By: _____ (Seal)

In Presence of:

Co-Partnership Principal

Name of Co-Partnership (Seal)

_____ as to

By: _____ (Seal)

_____ as to

By: _____ (Seal)

_____ as to

By: _____ (Seal)

Corporate Principal

_____(Seal)
(Name of Corporation)

Attest:

By: _____

AFFIX
CORPORATE
SEAL

-

(Surety)

Attest:

Signature

Title: _____

AFFIX
CORPORATE
SEAL

Bonding Agent's Name _____

(Business Address of Surety)

Agent's Address _____

Approved as to legal form and sufficiency

this _____ day of _____ 20 _____

Asst. Attorney General

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

THIS FORM INCLUDES INSTRUCTIONS AND THE MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE WHICH MUST BE SUBMITTED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AND SCHEDULE WITH THE BID OR PROPOSAL AS REQUIRED, THE PROCUREMENT OFFICER SHALL DEEM THE BID NON-RESPONSIVE OR SHALL DETERMINE THAT THE PROPOSAL IS NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-

perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.
9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL ASIAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL HISPANIC AMERICAN MBE PARTICIPATION:	_____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION:	_____ %

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES):	_____ %
---	---------

MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

THIS MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND MBE PARTICIPATION SCHEDULE MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AND SCHEDULE WITH THE BID OR PROPOSAL AS REQUIRED, THE PROCUREMENT OFFICER SHALL DEEM THE BID NON-RESPONSIVE OR SHALL DETERMINE THAT THE PROPOSAL IS NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. **15-04-01R**, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **one percent (1%)** and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment F) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (Attachment B);
- (b) MBE Subcontractor/MBE Prime Project Participation Statement (Attachment C - page 1 & 2);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

[continued on next page]

4. MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (I) CERTIFIED MBEs I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT AMOUNT ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p><i>(If dually certified, check only one box.)</i></p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces:</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p><i>(If dually certified, check only one box.)</i></p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p><i>(If dually certified, check only one box.)</i></p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p><i>(If dually certified, check only one box.)</i></p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

Continue on separate page if needed

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT B: OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid/proposal submitted in response to Solicitation No.15-04-01, I state the following:

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

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

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

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT C: SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

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

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

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

<p>PRIME CONTRACTOR Signature of Representative: _____</p> <hr/> <p>Printed Name and Title: _____</p> <hr/> <p>Firm's Name: _____</p> <p>Fed ID Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____</p> <hr/> <p>Printed Name and Title: _____</p> <hr/> <p>Firm's Name: _____</p> <p>Fed ID Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
---	--

ATTACHMENT C – PG. 2: MBE PRIME – PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm’s Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

ATTACHMENT E: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

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

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

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

accessible to the interested MBE.

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

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

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

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

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

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the

apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment F)

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment B).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment F- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment F, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a **MBE Unavailability Certificate (see Attachment F, Part 4)** signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

ATTACHMENT F: GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Prime Contractor	Project Description	Solicitation Number
[REDACTED]	[REDACTED]	[REDACTED]

PARTS 1, 2, 3 AND 4 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed *Attachment E, Waiver Guidance*. I further affirm under penalties of perjury that the contents of *Parts 1, 2, 3, and 4 of this Attachment F, Good Faith Efforts Documentation Form* are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE FIRMS**

Prime Contractor	Project Description	Solicitation Number
█	█	█

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

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

Prime Contractor	Project Description	Solicitation Number
[REDACTED]	[REDACTED]	[REDACTED]

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the *Minority Contractor Unavailability Certificate* (see Attachment F, Part 4). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

Prime Contractor	Project Description	Solicitation Number
[REDACTED]	[REDACTED]	[REDACTED]

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

Part 4 - MBE Subcontractor Unavailability Certificate

PAGE 5 OF 5

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 Solicitation No. _____

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

MONTHLY COST BREAKDOWN FOR PROGRESS SUBCONTRACTOR PAYMENTS
(INCLUDE ALL MBE AND NON-MBE SUBCONTRACTORS)

REPORTING PERIOD ENDING (MM/YYYY) _____ Prime Contractor _____ TAX ID# _____ FINAL REPORT? Y / N
 NOTICE TO PROCEED DATE _____ PRIME CONTRACTOR CONTRACT AMOUNT _____ PROJECT NAME _____
 CONTRACT ID# _____ PRIME CONTRACT INVOICE # TO MES _____ DATE PRIME CONTRACT INVOICED TO MES _____

Overall MBE Goal: _____% SUB-GOALS :
 WOMEN OWNED: _____% AFRICAN AMERICAN OWNED _____% ASIAN OWNED _____% HISPANIC OWNED _____%
 PRIME CONTRACT INVOICE AMOUNT TO MES _____
 TOTAL INVOICES PAID BY PRIME CONTRACTOR TO ALL MBE SUBCONTRACTORS FOR REPORTING PERIOD _____
 TOTAL INVOICES PAID BY PRIME CONTRACTOR TO ALL NON-MINORITY SUBCONTRACTORS FOR REPORTING PERIOD _____

SUBCONTRACTOR'S NAME	MDOT MBE CERT. #	SUBCONTRACTOR'S AWARD AMOUNT	SERVICES PERFORMED	INVOICE #	INVOICE DATE	INVOICE AMOUNT	DATE PAID BY PRIME CONTRACTOR	AMOUNT PAID BY PRIME CONTRACTOR	AMOUNT PAID TO MBE TO DATE	AMOUNT OVER 30 DAYS LATE

Signature on File _____(Intial) DATE _____ TITLE _____
 NAME _____
 ADDRESS _____ CITY _____ STATE _____
 EMAIL _____ PHONE _____ FAX _____

Please return via: email mbe@menv.com mail MES 410.729.8280 fax 410.729.8280
 Questions? Please contact the MBE staff at MES at mbe@menv.com, tbarn@menv.com or 410.729.8513
 MES-PROC-25
 ATTN: MBE Office
 259 Najoles Rd.
 Millersville, MD 21108

COMMENTS

 "Prime Invoice Verified/Approved by MES Project Manager"

MBE SUBCONTRACTOR PAYMENT REPORT

ATTACHMENT H

DATE (MM/YYYY) _____ MBE SUBCONTRACTOR _____ MBE ID# _____

EMAIL _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PROJECT NAME _____ PROJECT ID# _____

PRIME CONTRACTOR _____ FINAL REPORT? Y / N

CURRENT TOTAL SUBCONTRACT AMOUNT _____ TOTAL PAID BY PRIME CONTRACTOR TO DATE _____

INVOICE DATE	INVOICE AMOUNT	DATE PAID BY PRIME	AMOUNT PAID BY PRIME CONTRACTOR	AMOUNT OVER 30 DAYS LATE

SIGNATURE _____

DATE _____

NAME _____

TITLE _____

EMAIL _____

PHONE _____

Please return via: email
mbe@menv.com

fax
410.729.8280

mail
MES
ATTN: MBE Office
259 Najoles Rd.
Millersville, MD
21108

MES-PROC-25

ATTACHMENT I: MBE PRIME CONTRACTOR REPORT

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

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____

_____ Project Manager _____ Contracting Unit (Department) _____ _____ _____
--

Signature: _____ Date: _____

END
RFP ATTACHMENTS