



PARKING
OF BALTIMORE CITY
AUTHORITY

Request for Proposals

**FOR THE CLEANING AND SNOW REMOVAL
OF VARIOUS BALTIMORE CITY
PARKING LOTS**

DATE: FEBRUARY 12, 2024

PREPARED BY: BALTIMORE CITY PARKING AUTHORITY

PROPOSALS DUE: MARCH 11, 2024 BY 4:00 P.M.

I. INSTRUCTIONS TO BIDDERS

The Parking Authority of Baltimore City (“PABC”) is seeking competitive proposals from interested parties, (hereinafter referred to as the “**Respondent(s)**” or “**Contractor(s)**”) for cleaning and snow removal services from a list of public parking lots.

PLEASE NOTE: ONCE YOU HAVE RECEIVED THIS REQUEST FOR PROPOSAL, IT IS IMPORTANT YOU SEND AN EMAIL WITH CONTACT INFORMATION TO THE CONTRACT ADMINISTRATOR (CONTRACTS@BCPARKING.COM) TO ADD YOUR FIRM TO THE EMAIL LIST FOR ANY ADDENDA OR OTHER COMMUNICATION.

PABC is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland that oversees the management of all city owned garages and lots. In that capacity, and to facilitate PABC’s management of those assets, PABC has assumed all of the duties previously performed by the City’s Purchasing Agent; and any decision or notice issued by PABC with regard to this RFP or resultant Management Agreement (“Agreement”) shall be construed as if it was notice from the City Purchasing Agent. You should note, however, that pursuant to the Baltimore City Code, PABC is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the bids received, the review process and/or the award of a contract is within the sole discretion of PABC and no rights or legal causes of action shall accrue to any bidder as a result of this process.

PABC will recommend award of a management agreement based on the proposal that represents the “BEST VALUE” to PABC as outlined in Section VII. PABC’s recommendation for award will be made by a panel of selected representatives and subsequent negotiations with the short-listed candidates who best meet the criteria established in this Request for Proposal. PABC seeks responsible bids that include the following:

1. *Operations plan for lot cleaning and snow removal, including manpower and equipment availability;*
2. *Proposed Fees (Monthly cleaning fee, farmers market fee and snow removal fees);*
3. *MBE/WBE Participation; and*
4. *Other factors (such as general experience, experience in the Baltimore market, local office presence, reputation in the industry, prior terminations/disputes, ability to meet the requirements of the contract and promote the interests of the City and the PABC).*

Proposals will be evaluated primarily, but not exclusively, in these four areas. The Proposals received will be reviewed and evaluated by an independent panel (“Panel of Review”) that shall make a recommendation to the PABC Board of Directors. The Proposals and the

recommendation of the Panel of Review shall be considered by the PABC Board of Directors, and the respondent whose proposal is determined to present the “Best Value” to the City and the PABC shall be selected. The PABC and the selected respondent shall execute the agreement attached hereto as Exhibit 6 (the “Agreement”). If, in the sole determination of the PABC, an acceptable contract is not agreed upon in a timely and reasonable manner, the PABC reserves the right to reject all proposals and reissue the RFP, or select the respondent whose proposal represents the next “Best Value” to the City and the PABC. This process will continue until an acceptable agreement is agreed upon and approved.

Nothing contained in this RFP or in the Agreement shall be construed to constitute or create any employment or agency with the City. The eventual contractor is not, and shall not be, an agent or employee of the City or PABC.

II. REQUIRED DOCUMENTS

A. MBE/WBE Requirements:

The current goals established by the City’s Small and Minority Business Advocacy & Development Office are **6.25%-MBE** and **2.5%-WBE**. PABC will not respond to questions relating to MBE/WBE participation – these questions should be directed to the Minority Business Office at 410 -396-4355.

Respondents will complete and submit with their proposal, their commitment to comply with the Baltimore City - Minority and Women’s Business Enterprises Program statement, and Statement(s) of Intent completed by each MBE or WBE sub-contractor proposed for use (package) attached hereto as **Exhibit 5**. Failure to submit the completed MBE/WBE statements may result in the proposal being rejected as “non-responsive.”

B. Proposal Narrative

Your Bid must include a Proposal Narrative in the form of your choosing, but containing all of the information referenced below in **Section VI**.

C. Bid Forms

Your bid must include the completed bid forms, attached hereto as **Exhibit 3** and **Exhibit 4**, which represent your overall operational costs for lot cleaning.

III. PROPERTY/SITE DESCRIPTION

A. This RFP administers numerous open parking lots throughout Baltimore City. A list of these parking lots and the applicable services required for each lot is set forth in **Exhibit 1** hereto attached.

B. Commencement of Operations - Scheduled beginning of the contract is **July 1, 2024**.

C. Examination of Site

Because this RFP is for services to open parking lots, you are free to tour and examine each parking lot at your convenience. All questions **concerning the facilities, must be placed in writing** and emailed to john.genda@bcparking.com with a subject line of “Lot Cleaning RFP 2024”. Questions posed by any other means shall not be permitted.

IV. TERMS OF OFFERING

The Parking Authority of Baltimore City is seeking competitive proposals from interested parties, who are willing and able to negotiate and enter into a **six (6) year** agreement to clean and remove snow and ice from the listed public parking lots, and perform cleanings for the farmers market lots, in accordance with the terms of this RFP and the Agreement and in accordance with the policies and objectives for the Facilities as established by PABC in the Proposed Agreement.

The goals of PABC in offering the Agreement include, but are not limited to, the following:

- A.** To maintain the City-owned parking lots in such a fashion that they are consistently clean, well-attended, and free of snow and ice.
- B.** To provide a positive and beneficial parking experience to all patrons who utilize the Facilities. This is to be accomplished by providing functional, first-class, clean, excellent state-of-repair, secure, and efficient parking for its customers.
- C.** To provide a clean location for the Farmers’ Market. From the first Sunday in April through the last Sunday in December prior to Christmas Day, respondent will need to prepare the lot located at 400 East Saratoga Street, bounded by Gay Street, Saratoga Street, Hillen Road and the Fallsway (the “JFA lot”), for the Farmer’s Market each Sunday morning that the Farmer’s Market will be open, between the hours of 3:00 a.m. and 6:00 a.m., by sweeping the entire lot, emptying all trash cans, pre-treating the lot with degreaser and hot power-washing the lot (“Farmer’s Market Cleaning”). Respondent will work directly with Baltimore Office of Promotion and Arts, (BOPA) for this part of the contract and clean to BOPA satisfaction. BOPA is located at 7 St. Paul Street, Suite 100, Baltimore, Maryland 21202, and their telephone number is 410-752-8632.

V. AGREEMENT AND CONDITIONS

As stated above, this RFP is intended to result in a six-year agreement. The Agreement is attached hereto as Exhibit 6. The essential terms are without limitation:

- A.** PABC will offer a contract for a term of six (6) years:

- i. The successful Contractor will assume and pay ALL expenses in connection with the cleaning of the Facilities according to the schedule provided in Exhibit 1. As compensation, the Contractor shall be paid a monthly fee.
- ii. The successful Contractor will assume and pay ALL expenses in connection with periodic snow and ice removal from the Facilities as directed by the PABC. This task shall include snow plowing and salting. As compensation, The Contractor shall be paid a fee for each occasion of snow and/or ice removal.
- iii. The successful Contractor will assume and pay ALL expenses in connection with the cleaning of the JFA Lot for the Farmer's Market during the season of the Farmer's Market. As compensation, the Contractor shall be paid a fee for each Farmer's Market Cleaning.

B. The Contractor will be required to provide insurance coverage as follows:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$4,000,000
Workers' Compensation:	Coverage A – Statutory Coverage B - \$100,000

- C.** Business Automobile Liability shall be provided at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the prospective Agreement.
- D.** The Mayor and City Council of Baltimore, its elected/appointed officials, and employees, The Baltimore City Parking Authority, and its employees shall be covered, by endorsement, as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor in connection with the prospective Agreement.
- E.** The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

- F.** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to PABC.
- G.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- H.** Prior to commencement under the Agreement, the Contractor shall furnish PABC with a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. PABC reserves the right to require complete copies of insurance policies at any time.
- I.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of PABC shall in any way limit, modify or affect the obligations of Contractor under any provision of the prospective Agreement.
- K.** Neither Contractor nor PABC shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective Agreement. All policies of insurance to be obtained by the Contractor shall provide that any loss shall be payable notwithstanding any act or omission of PABC or Contractor that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Contractor shall provide for (i.e., consent to) the waiver of subrogation against PABC.
- L.** The Contractor shall indemnify, defend, and hold harmless PABC, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against PABC and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of PABC and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

VI. QUALIFICATIONS, PROPOSAL NARRATIVE CONTENT & EVALUATION CRITERIA

The Respondent is required to submit the following information in sufficient detail to enable PABC to give consideration to and evaluate the proposal. **See Section IX for Selection Procedures.**

A. QUALIFICATIONS - For purposes of this RFP, the Respondent firm must first demonstrate that it meets each of the following criteria to become a Qualified Firm:

1. The firm has been in the business of parking facilities snow/ice removal, maintenance and cleaning for at least the past five (5) years. If the bidder is a partnership or other assemblage of parking facilities snow/ice removal, maintenance and cleaning firms, a component of the assembled entity must be a firm that has been in the business of parking facilities snow/ice removal, maintenance and cleaning management for at least the past five (5) years. Firm must provide evidence of this criterion.
2. The firm currently provides the aforementioned services for at least one (1) client with a contract comparable to this offering. The firm must have provided these services for at least the past two (2) years. Firms must describe the facilities (locations and number of spaces) and provide the contact information for the owner and/or property manager of these facilities. Management and/or ownership of these facilities will be contacted by the PABC.
3. The firm maintains a management office within 20 miles of the City, with at least one dedicated operations manager. Firm must provide address and telephone number of the office and the name and qualifications of the manager.
4. The firm must be in good standing with the Maryland State Department of Assessment and Taxation, City of Baltimore, and Parking Authority of Baltimore City.

B. FIRM'S EXPERTISE - A detailed narrative statement describing the previous experience of the company demonstrating how the Respondent has managed similar tasks for similar clients in the past and how the Respondent proposes to staff and provide the necessary equipment for this undertaking.

Provide at least three (3) references from owners with whom the Respondent has a comparable contract on the basis established above. Include the reference name, title, phone number, physical address, e-mail address, and dates of the contract.

Also include in this section any contract terminations that have occurred over the past five years regardless of whether such termination was by consent or was "for cause termination" or "default". **(Limit Section B to 2 pages)**

C. OPERATING PLAN - A plan of operations that addresses the terms and conditions of the Agreement. The schedule of services attached as **Exhibit 1** is not subject to change. Proposals that alter this schedule may be rejected as non-responsive. Operating plans shall include but not be limited to the following:

1. A brief description of the Respondent's organizational structure that would support the project. **(Limit 1 page)**
2. A staffing schedule by position. **(Limit 1 page)**

3. A list of equipment that bidder owns or would lease in order to guarantee contract compliance.
4. A brief narrative of quality assurance mechanisms and how bidder intends to guarantee contract compliance and total satisfaction of PABC. **(Limit 3 pages)**
5. Emergency Procedures.

D. PROPOSED FEES – Respondents shall provide a proposed monthly fee (using **Exhibit 4**) for lot cleaning (including the removal and disposal of all debris) for services provided according to **Exhibit 1 and Exhibit 2**. Respondents shall provide a proposed fee for each Farmer’s Market Cleaning (including the removal and disposal of all debris using **Exhibit 4**) for services provided according to **Exhibit 1 and Exhibit 2**. Respondents shall also provide proposed occasional fees for snow/ice removal as outlined in **Exhibit 3**. It is the intent of the PABC to provide the Contractor with notice when snow/ice removal is requested and the Contractor must be able to complete the requested snow/ice removal within twenty-four (24) hours of such notice.

E. MBE/WBE PARTICIPATION - In the making of the prospective Agreement, PABC encourages opportunities for minority and women business enterprises (MBE/WBE) to be utilized in connection with the servicing of this Agreement. Refer to **Section II, Section VII and Exhibit 5** hereof for details.

VII. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA AND SUPPLEMENTS

Proposals should be prepared in a professional manner and provide a clear and concise overview of the Respondent’s ability to satisfy the requirements of this RFP. Proposals may include any background or other supporting information that the Respondent feels necessary, and must include at a minimum, the response requirements listed in **Sections II and VI** hereof. PABC will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent. Unique capabilities or advantages of the Respondent should be clearly stated in the proposal.

A. Submission Requirements

An original plus four (4) copies and a copy on a thumb drive of the proposal must be submitted to:

Parking Authority of Baltimore City
Attn: Contract Administrator
211 N. Paca St.
Baltimore, MD 21201

on or before March 11, 2024, by 4:00 p.m. (the closing date and time stated in **Section IX**). **Proposals should be formatted with the following in mind:**

- i. Submitted on 8.5 x11 paper, 1” margins, Times New Roman, 12pt font
- ii. Provided in sealed envelopes or packages and clearly marked ”Cleaning and Snow Removal RFP”.
- iii. Failure to submit the proposals in the manner described above will result in the proposal being rejected as unresponsive. Proposals or unsolicited amendments to proposals arriving by oral, fax, telegraphic, electronic mail, mail-gram or after the closing date and time will not be accepted

B. Proposal Acceptance

To be considered, Respondent shall submit a complete, written response to this RFP, including any addenda issued in response to questions and inquiries. It is essential that each Respondent adhere to these guidelines and the Proposal Contents listed in **Section IV. Failure to do so will be grounds for rejection of the proposal.**

PABC will designate and assemble a panel to review and analyze the submissions. The review panel shall make its advisory recommendation(s) based on the criteria outlined in this RFP.

C. Addenda and Supplements to the RFP

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all entities that received the initial RFP.

D. Cancellation of the RFP; Rejection of all Proposals

PABC may in its sole discretion, cancel this RFP, in whole or in part, and/or reject all proposals submitted when this action is determined to be advantageous or in the best interest of PABC.

VIII. MBE/WBE Participation

It is the policy of the City of Baltimore that minority individuals, minority and women’s business enterprises have the maximum opportunity to participate in any ownership, financing, management, operations, and employment. PABC supports this policy and mandates that all Respondents commit to the program goals.

The Respondent will complete and submit with its proposal, its commitment to comply with the Baltimore City - Minority and Women’s Business Enterprises Program statement attached hereto as **Exhibit 5. RESPONDENTS MUST COMPLETE THE ENTIRE PACKAGE OF DOCUMENTS IN EXHIBIT 5.**

Failure to submit a completed MBE/WBE package is grounds for rejection of a proposal.

IX. SELECTION PROCEDURES

A. Eligibility for Selection

Generally, see Section I of these Instructions for the selection criteria and process. In order to be eligible for selection resulting from this RFP, the Respondent must clearly demonstrate to PABC that its proposal represents the “BEST VALUE” to the City as follows:

1. A proposal possessing the Best Value is one that clearly demonstrates, to the satisfaction of PABC, that Respondent will be able to meet the obligations of the Agreement and provide high-quality services.
2. PABC will focus on the components of the Respondent’s proposed monthly fee (cleaning) occasional fee (snow/ice removal) and Farmer’s Market Cleaning Fee that are to be submitted using **Exhibit 3 and Exhibit 4**.
3. A proposal possessing Best Value is one that also complies with the method and timeliness of submission, conformance to the requirements of the RFP, the program goals, and the ability of the Respondent to achieve those goals.
4. Each Respondent must be registered in the State of Maryland, possess or obtain prior to award, the necessary permit(s) as required by law, and have a local office in or within close proximity to the City of Baltimore.
5. The selected Contractor shall obtain, maintain, and keep in full force and effect the types of insurance described in the RFP. The successful Respondent should deliver such Certificates of Insurance to PABC at least ten (10) days prior to the start of the Agreement.

B. Approval by the Parking Authority Board of Directors

PABC will summarize and recommend the Panel of Review’s selection to its Board of Directors. Following approval by the Board, the Agreement will be prepared on behalf of PABC and submitted to the successful Respondent.

C. Negotiating Period

Following recommendation of an award to PABC’s Board of Directors, it may be necessary or desirable for PABC to enter into negotiations with one or more of the Respondents. PABC, at its sole discretion, may cancel negotiations with the first selected Respondent and proceed with the next acceptable Respondent, solicit new proposals, or abandon the RFP and reject all bids. Upon completion of negotiations, the Contractor

shall execute the prospective Agreement and return the executed Agreement to the PABC for presentation to the City's Board of Estimates.

D. Board of Estimates Approval

- i Decisions regarding selection of the Respondent shall be made by the Parking Authority and recommended to the City of Baltimore Board of Estimates for its formal approval. The final acceptance of any proposal and resultant Agreement is subject to the approval of the Board of Estimates of Baltimore City. **Unless and until approved by the Board of Estimates, the Agreement contemplated herein shall be null and void and of no legal effect.**
- ii Nothing contained in this RFP shall obligate PABC to conduct a post-award debriefing to Respondents.

X. RIGHTS RESERVED BY PABC

- A. PABC reserves the right, in its sole discretion, to recommend or not recommend the award of an Agreement related to this RFP based upon the written proposals received by PABC. All portions of this RFP and the Respondent's proposal will be considered a part of the Agreement and will be incorporated by reference.
- B. PABC reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals received as a result of this RFP.
- C. No proposal may be withdrawn for a period of one hundred eighty (180) days subsequent to the Proposal Due Date without the consent of PABC.
- D. No interpretation, explanation, or clarification of the Agreement will be binding on PABC unless reduced to writing and signed by the Executive Director of PABC.

XI. ADMINISTRATIVE INFORMATION

A. Issue Date

The issue date of this RFP is **February 12, 2024**. For a schedule of events for this **RFP** see **Section XII**.

B. Questions and Inquiries

Emailed questions will be accepted from Respondents until the closing date for questions. Questions about this RFP must be emailed to contracts@bcparking.com. Questions about the facilities must be emailed to john.genda@bcparking.com. A summary of all substantive questions and answers will be distributed, via email, to all entities receiving the RFP. The closing date for submitting emailed questions is 4:00 p.m. on **March 1, 2024**. Questions or requests received after this deadline will not be considered.

Responses to all emailed questions received, (if any) will be distributed to all recipients of the RFP, via email, on or before **February 26, 2024**.

C. Closing Date for Proposals

The closing date for receipt of proposals is 4:00 p.m., March 11, 2024. Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the Issuing Officer by the time and date stated above. Proposals will not be opened publicly.

D. Issuing Office

The PABC, issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 pm, March 11, 2024** at:

Parking Authority of Baltimore City
211 N. Paca Street
Baltimore, Maryland 21201
Attention: Contract Administrator

E. Incurring Expenses

Neither PABC, nor City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or requested supplemental information in response to the RFP.

F. Duration of Proposal

Proposals are to be valid and irrevocable for a period of one hundred and eighty (180) days following final date for submission of proposals.

G. Public Information Act Notice

Respondent should give specific attention to identifying those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such material, upon request, should not be disclosed by PABC under the Maryland Public Information Act SS 1-601 et seq. of the State Government Article, Annotated Code of Maryland.

H. Compliance with the Law

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this RFP and the Contract.

XII. SCHEDULE OF EVENTS:

- | | |
|--|-------------------------------|
| 1. Date RFP issued: | February 12, 2024 |
| 2. Due date for all emailed questions: | February 26, 2024 |
| 3. Responses to Questions Distributed: | March 1, 2024 |
| 4. <u>Proposals Due:</u> | March 11, 2024 4:00 pm |
| 5. Estimated Start Date | July 1, 2024 |

Thank you for your interest,

Baltimore City Parking Authority

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EXHIBIT 1

Location	<i>Power Sweep</i>	<i>Services Backpack Blow</i>	<i>Trim</i>	<i>Hand Sweep</i>	<i>Empty Trash</i>	<i>Equipment Cans</i>	<i>Dumpster</i>
Priority 1							
400 E. Saratoga	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	6	X
411 Guilford Ave	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	4	
Priority 2							
5800 Smith Avenue	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	2	
301 N. Greene Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
2126 McElderry Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
539 N. Chester St.	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	2	
601 N. Collington Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
3700 Fleet Street (599 S. Eaton)	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
1122 Hollins Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	1	
3201 Barclay Street	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	3	
400 Ponca Street *	Bi -Weekly	Bi -Weekly	As Needed	3X per week	3x per week	2	
101 Birkhead Street	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week	1	
1700 Pennsylvania Avenue	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week	1	
202 Guilford Avenue	Bi-Weekly	Bi-Weekly	As Needed	3X per week	3X per week		X

***60 spaces at southern end of lot**

EXHIBIT 2

PABC WEEKLY OPEN LOTS MAINTENANCE SCOPE OF SERVICES

Backpack Blowing

- I. A gas or electric powered backpack blower will be utilized by one laborer who will work ahead of the power sweeper.
- II. Loose debris will be blown from fence lines and from behind curb-stops where the sweeper is unable to reach.
- III. Debris will be blown into the drive aisles where it can be collected by the sweeper.

Power Sweeping

- I. A Tennant 6500, or similar power sweeper, will be utilized by one driver who will work behind the backpack blower.
- II. Loose debris from all drive aisles and parking spaces will be swept and vacuumed into the sweeper hopper.
- III. Debris will be emptied into an open-topped dumpster on-site or into the bed of a truck that will subsequently be hauled away and emptied off-site.

Trimming

- I. A gas or electric powered trimmer will be utilized to trim weeds along fence-lines and around curb-stops to surface level.
- II. Loose trimmings will be collected and emptied into an open-topped dumpster on-site or into the bed of a truck that will subsequently be hauled away and emptied off-site.

Hand Sweeping

- I. A dustpan and broom will be utilized to hand-sweep loose debris such as cups, napkins, bottles, etc.
- II. Swept debris will be emptied into garbage liners that will be emptied into an open-topped dumpster on-site or into the bed of a truck that will be subsequently hauled away and emptied off-site.

Emptying Trash Receptacles

- I. Trash liners will be pulled from trash cans on-site.
- II. Full trash liners will be emptied into an open topped dumpster on-site or into the bed of a truck that will be subsequently hauled away and emptied off-site.

EXHIBIT 3

SNOW AND ICE REMOVAL FEE FORM

The following pricing is for the clearing of ice and snow, and the application of salt on all lots listed in **Exhibit 1** (the “facilities”). Snow removal will be billed to the Parking Authority as determined by the actual **accumulation stated per snowfall for the City of Baltimore by the National Weather Service**. Accumulations less than 1.5 inches will require PABC approval before any work is to be done. Accumulations greater than 1.5 inches will not require approval prior to commencement of work.

During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety. The Parking Authority requests snow and ice removal pricing as follows:

COMPENSATION SCHEDULE

A.

1. 0.1” – 2” Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities

2. 2.1” – 4” Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

3. 4.1” – 6” Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

4. 6.1” – 8” Snowfall Accumulation Over 24 hr. Period.

\$ _____ per snowfall for plowing and salting the Facilities.

5. Greater than 8” Snowfall Accumulation Over 24 hr. Period.

Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required for snowfalls greater than 8”. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond contractor's normal snow plowing rates shall be utilized only with the PABC's prior written (email acceptable) authorization and shall have rates described as follows.

Equipment Description:

Hourly Rate:

_____ \$ _____

----- \$ -----

----- \$ -----

----- \$ -----

----- \$ -----

----- \$ -----

EXHIBIT 4

Proposed Fee Form

1. Please state the proposed monthly fee for all services provided pursuant to Exhibits 1 and 2 that your company would charge PABC.

\$ _____ **per month** for all services described in Exhibits 1 and 2.

2. Please state the proposed fee for **each** Farmer's Market Cleaning.

From the first Sunday in April through the last Sunday in December prior to Christmas Day, respondent will need to prepare the lot located at 400 East Saratoga Street, bounded by Gay Street, Saratoga Street, Hillen Road and the Fallsway (the "JFA lot"), for the Farmer's Market each Sunday morning that the Farmer's Market will be open, between the hours of 3:00 a.m. and 6:00 a.m., by sweeping the entire lot, emptying all trash cans, pre-treating the lot with degreaser and hot power-washing the lot ("Farmer's Market Cleaning"). Respondent will work directly with Baltimore Office of Promotion and Arts, (BOPA) for this part of the contract and clean to BOPA's satisfaction. The telephone number for BOPA is 410-752-8632.

\$ _____ **for each** Farmer's Market Cleaning.

EXHIBIT 5

MBE/WBE Forms Package follows

Parking Facilities Maintenance Agreement

THIS PARKING FACILITIES MAINTENANCE AGREEMENT (the “Agreement”) is made and entered into upon this ___ day of _____ 2024, by and between THE BALTIMORE CITY PARKING AUTHORITY, d/b/a the Parking Authority of Baltimore City (hereinafter referred to as “PABC”), acting on behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, and a body politic (hereinafter referred to as “City”), and _____, a Maryland limited liability company (hereinafter referred to as “Contractor”).

EXPLANATORY STATEMENT

WHEREAS, in the best interests of the City and in furtherance of PABC’s duties, PABC initiated a solicitation in the form of a request for proposals for the maintenance of off-street, parking facilities (the “RFP”); and

WHEREAS, Contractor responded to the RFP, was found to be skilled in the performance of the contract duties, and was recommended by an evaluation panel for an award of such contract duties; and

WHEREAS, the PABC desires to engage Contractor to perform such contract duties pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Explanatory Statement, which is made a part hereof, and the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

Section 1. Term of Agreement.

The term of this Agreement shall be Six (6) years, commencing on July 1, 2024 and ending on June 30, 2030 (the “Term”), unless terminated earlier in accordance with this Agreement.

Section 2. Contract Duties.

2.1 Contractor will perform all duties in connection with the monthly cleaning of the twenty-three (23) parking facilities listed on the attached EXHIBIT A (the “Facilities”) according to the Schedule of Services described in EXHIBIT A and Description of Services detailed in the attached EXHIBIT B.

2.2 Contractor will perform all duties, and assume and pay for all expenses associated with the clearing of snow and ice from the Facilities. These duties shall include plowing, shoveling and salting, as further described in the attached EXHIBIT C.

2.3 From the first Sunday in April through last Sunday in December prior to Christmas Day, Contractor will prepare the lot located at 400 East Saratoga Street, bounded by Gay Street, Saratoga Street, Hillen Road and the Fallsway (the "JFA lot"), for the Farmer's Market each Sunday morning that the Farmer's Market will be open, between the hours of 3:00 a.m. and 6:00 a.m., by sweeping the entire lot, emptying all trash cans, pre-treating the lot with degreaser and hot power-washing the lot ("Farmer's Market Cleaning").

Section 3. Compensation.

3.1 Contractor shall be paid a monthly fee of _____ Hundred Dollars (\$_____) (the "Monthly Fee") for all services provided under **Section 2.1** herein.

3.2 Contractor shall be paid an additional fee for each occasion of snow and/or ice removal ("Occasional Fee") according to the fee schedule set forth in EXHIBIT C.

3.3 Contractor shall be paid a fee of _____ Dollars (\$_____) for **each** Farmer's Market Cleaning (the "Farmer's Market Fee") described in Section 2.3.

Section 4. Invoicing.

4.1 Contractor shall, by the twentieth (20) day of the following month, submit an invoice to PABC for the Monthly Fee. PABC will make payment on each invoice within thirty (30) days following receipt of the invoice.

4.2 Contractor shall submit an invoice to PABC for the Occasional Fee within 10 (ten) days of the services being performed, with a copy of the Baltimore Sun newspaper indicating the snowfall for the dates of required service. PABC will make payment on each such snow removal invoice within thirty (30) days following receipt of the invoice.

4.3 Contractor shall by the twentieth (20) day of the following month, submit an invoice for the Farmer's Market Fee(s) for the previous month. PABC will make payment on each invoice within thirty (30) days following receipt of the invoice.

Section 5. Termination.

5.1 Either party may terminate this Agreement for any reason, or for no reason whatsoever, upon sixty (60) days prior written notice to the other party.

5.2 In the event that Contractor is in material default of its obligations under this Agreement, PABC may terminate this Agreement upon fifteen (15) days prior written notice to Contractor. In the event that PABC is required to obtain services from another source during the termination notice period, due to Contractor's failure to provide those services, Contractor shall be responsible for reimbursing PABC for any reasonable additional costs incurred by its use of another

source, and PABC may set off this amount from any Contractor invoices still unpaid and pending at that time.

Section 6. Insurance.

6.1 Contractor is required to maintain throughout the Term, including any renewal of this Agreement, insurance coverage as follows:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$4,000,000
Workers' Compensation:	Coverage A – Statutory Coverage B – \$100,000

6.2 Business Automobile Liability insurance shall be provided at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the Agreement.

6.3 The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents, and The Baltimore City Parking Authority and its employees and agents, shall be covered, by endorsement, as additional insureds with respect to liability arising out of services performed by or on behalf of Contractor in connection with the Agreement.

6.4 Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with Contractor's insurance or benefit Contractor in any way.

6.5 Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been received by PABC.

6.6 Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VII, and must be licensed/approved to do business in the State of Maryland.

6.7 Prior to commencement under the Agreement, Contractor shall furnish PABC with a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. PABC reserves the right to require complete copies of

insurance policies at any time.

6.8 Failure to obtain or maintain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required shall constitute a material breach of this Agreement and shall entitle PABC to immediately terminate this Agreement.

6.9 Neither Contractor nor PABC shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the Agreement. All policies of insurance obtained by Contractor shall provide that any loss shall be payable notwithstanding any act or omission of PABC or Contractor that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by Contractor shall provide for (i.e., consent to) the waiver of subrogation against PABC.

6.10 Contractor shall indemnify, save, defend, and hold harmless PABC, the City, their elected/appointed officials, employees, agents, and volunteers, from any and all claims, demands, suits, and actions, including attorney's fees and court costs connected therewith, brought against PABC and/or the City, their elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful or negligent, act or omission of Contractor, its employees, agents, or volunteers.

Section 7. Damage Limitation.

In no event shall the City or PABC be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Contractor and/or its affiliates, subcontractors or employees in connection with this Agreement.

Section 8. Assignment and Delegation.

8.1 Any attempted assignment or delegation of this Agreement or any delegation or subcontracting of any of the contract duties without PABC's prior written consent, which may be withheld in PABC's sole and absolute discretion, shall be void and of no force and effect.

8.2 PABC may assign this Agreement, at any time, in its sole and absolute discretion, to PABC's nominee by giving Contractor written notice of same, which notice shall specify the assignee and effective date of assignment.

Section 9. Notices.

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to PABC: Baltimore City Parking Authority (d/b/a PABC)
211 N. Paca St.
Baltimore, MD 21201
Attn: Executive Director

If to Contractor: Contractor

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided.

Section 10. Minority/Women's Business Enterprises.

Contractor agrees to comply with the City of Baltimore's Minority and Women's (M/WBE) Business Enterprises Program, Art. 5, Section 28 of the Baltimore City Code, as currently adopted and modified from time-to-time during the term of the Agreement. Contractor agrees to review its operating budget for the Agreement on or before March 31st of each year during the term of this Agreement, and report its M/WBE utilization over the previous twelve months or portion thereof and to submit a listing of City-Certified Minority and Women's' Business Enterprises that Contractor will utilize in the performance of its contract duties based on the percentages as established from time-to-time by the City. Contractor understands and agrees that the current percentage allocation to MBE's under this Agreement is established at 6.25 percent and for WBE's 2.5 percent, both of which are the minimum allocations. Contractor agrees to report the M/WBE participation annually or as otherwise requested by PABC.

Section 11. Records and Audits.

11.1 Contractor shall maintain records of all actions, and accurate books of account for all funds received and disbursed, with full documentation to substantiate the transactions. Records shall be retained for a period of at least three (3) years after receipt of the final payment under this Agreement. If Contractor and its parent organization should cease to exist, custody of the records for the Agreement will be immediately transferred to the PABC. At such times and in such forms as the PABC may require, there shall be made available to the City or the PABC such statements, records, reports, data and information as the City or the PABC may request pertaining to matters covered by this Agreement. The PABC reserves the right to publish and/or make public any and all such statements, records, reports, data and information resulting from the services provided hereunder. But, Contractor must obtain the prior written consent of the PABC to publish and/or make public any statement, record, report, data or information resulting from the services provided hereunder.

11.2 At any time during normal business hours and as often as the City, the PABC or their representatives may deem necessary, there shall be made available to the City, the PABC or their representatives for examination, all of Contractor's records with respect to all matters covered by the Agreement, and Contractor will permit the City, the PABC or their representatives to audit, examine and make excerpts of transcripts from such records, and to make

audits of all contract invoices, materials, payrolls, and other data relating to all matters covered by this Agreement.

Section 12. No Waiver.

Failure of PABC at any time to require performance by Contractor of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by PABC of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Section 13. Severability.

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 14. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of law provisions. Contractor hereby agrees to submit to the jurisdiction of Baltimore City courts with respect to the enforcement of this Agreement.

Section 15. Time of Essence.

Contractor acknowledges that time is of the essence in regard to its performance under this Agreement.

Section 16. Survival.

The provisions of this Agreement shall survive the expiration or early termination of this Agreement.

Section 17. Local Hiring Law.

17.1 Pursuant to Article 5, Subtitle 27 of the Baltimore City Code, effective December 23, 2013, the Local Hiring Law mandates that, at least 51% of the new jobs required to complete a contract greater than \$300,000, must be filled by Baltimore City residents unless the Mayor's Office of Employment Development (MOED) grants an exception under the Local Hiring Law.

17.2 Within two (2) weeks of the Board of Estimates approval of the Agreement, the Contractor (Contractor) shall contact MOED to arrange an employment analysis and review the workforce plan required for the Agreement. The Contractor will not receive any payment under the Agreement unless the employment analysis is performed by MOED.

Section 18. Signature Authority and Board of Estimates Approval.

18.2 The individual executing this Agreement on behalf of Contractor personally certifies and warrants that by his or her execution hereof, this Agreement shall be legally binding on and enforceable against Contractor.

18.3 Contractor understands and agrees that this Agreement is expressly conditioned upon the approval of the Baltimore City Board of Estimates and until such approval is received and the Agreement executed on behalf of the City and the Board of Estimates, it is of no force or effect.

Section 19. Entire Agreement

19.1 This Agreement with attached Exhibits constitutes the entire agreement between the parties with respect to the contract duties hereunder and supersedes all prior negotiations, representations or agreements relating thereto, either written or oral, except to the extent that they are expressly incorporated herein.

19.2 Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents or representatives and approved by the Baltimore City Board of Estimates.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions and their intention of creating a sealed instrument, by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

ATTEST/WITNESS:

PARKING AUTHORITY OF
BALTIMORE CITY

Witness:

By: _____ (Seal)
Pete Little, Executive Director

ATTEST/WITNESS:

CONTRACTOR

Witness:

By: _____ (Seal)
Name, Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED BY THE BOARD
OF ESTIMATES

Chief Solicitor Date

Date Clerk

EXHIBIT A

Location Address	Schedule		of Services				Eqpt.	
	Power Sweep	Backpack Blow	Trim	Hand Sweep	Empty Trash	Cans	Dumpster	
Priority 1								
400 E. Saratoga	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	6	X	
411 Guilford Ave	Bi -Weekly	Bi -Weekly	As Needed	4x per week	4x per week	4		
Priority 2								
5800 Smith Avenue	Bi -Weekly	Bi -Weekly	As Needed	3 per week	3 per week	2		
301 N. Green Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	1		
2126 McElderry Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	3		
539 N. Chester Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	1		
601 N. Collington Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	1		
3702 Fleet Street (599 S. Eaton Street)	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	3		
1122 Hollins Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	1		
3201 Barclay Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	3		
400 Ponca Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	2		
101 Birkhead Street	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week	1		
1700 Pennsylvania Avenue	Bi -Weekly	Bi -Weekly	As Needed	3x per week	3x per week			
202 Guilford Avenue	Bi-Weekly	Bi-Weekly	As Needed	3x per week	3x per week		X	

EXHIBIT B

Description of Services

Backpack Blowing

- IV. A gas or electric powered backpack blower will be utilized by one laborer who will work ahead of the power sweeper.
- V. Loose debris will be blown from fence lines and from behind curb-stops where the sweeper is unable to reach.
- VI. Debris will be blown into the drive aisles where it can be collected by the sweeper.

Power Sweeping

- IV. A Tennant 6500, or similar power sweeper, will be utilized by one driver who will work behind the backpack blower.
- V. Loose debris from all drive aisles and parking spaces will be swept and vacuumed into the sweeper hopper.
- VI. Debris will be emptied into an open-topped dumpster on-site or into the bed of a truck that will subsequently be hauled away and emptied off-site.

Trimming

- III. A gas or electric powered trimmer will be utilized to trim weeds along fence-lines and around curb-stops to surface level.
- IV. Loose trimmings will be collected and emptied into an open-topped dumpster on-site or into the bed of a truck that will subsequently be hauled away and emptied off-site.

Hand Sweeping

- III. A dustpan and broom will be utilized to hand-sweep loose debris such as cups, napkins, bottles, etc.
- IV. Swept debris will be emptied into garbage liners that will be emptied into an open-topped dumpster on-site or into the bed of a truck that will be subsequently hauled away and emptied off-site.

Emptying Trash Receptacles

- III. Trash liners will be pulled from trash cans on-site.
- IV. Full trash liners will be emptied into an open topped dumpster on-site or into the bed of a truck that will be subsequently hauled away and emptied off-site.

EXHIBIT C

Snow and Ice Removal

The following pricing is for the clearing of ice and snow, and the application of salt on all Locations listed in **Exhibit A** (the “Facilities”). Services will be billed to the Parking Authority as determined by the **accumulation stated per snowfall for the City of Baltimore in the Baltimore Sun newspaper**. During the existence of chronic ice on the Facilities, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety. Accumulations of snow less than 2 inches will require PABC approval before any work is to be done. Accumulations greater than 2 inches will not require approval prior to commencement of work.

Occasional Fees for snow and ice removal shall be as follows:

1. For snowfall accumulation over a 24-hour period of zero to two inches (0” – 2”) the Occasional Fee shall be _____ per snowfall for plowing and salting the Facilities.

2. For snowfall accumulation over a 24-hour period of two to four inches (2.01” – 4”) the Occasional Fee shall be _____ per snowfall for plowing and salting the Facilities.

3. For snowfall accumulation over a 24-hour period of four to six inches (4.01” – 6”), or for an ice storm resulting in a coating of ice up to 1.5 inches (1.5”), the Occasional Fee shall be _____ per snowfall for plowing and salting and and/or removing ice from the Facilities.

4. For snowfall accumulation over a 24-hour period of six to eight inches (6.01” – 8”) the Occasional Fee shall be _____ per snowfall for plowing and salting the Facilities.

5. Greater than 8” Snowfall Accumulation Over 24-hour Period.
Contractor shall be compensated in accordance with the following rates for use of special snow hauling equipment as may be required for snowfalls greater than 8”. Special snow handling equipment (i.e., end loaders, bobcats, tractors) requiring special charges above and beyond Contractor's normal snow plowing rates shall be utilized only with the PABC’s prior authorization and shall have rates described as follows.

Equipment Description:

Hourly Rate:

Bobcat

Back Hoe

Dump Truck

Man with Shovel

Snow Blower

Salt Spreader

Front End Loader

Plow Truck

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN'S BUSINESS PROGRAM**

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. The failure of any bidder, contractor or subcontractor to comply with Article 5, Subtitle 28 is subject to any or all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification of a bidder, contractor, or other business from eligibility for providing goods or services to the City for a period not to exceed 2 years; and (6) payment of liquidated damages. Art. 5, §28-122.

All bidders are advised to read all instructions and forms carefully. Please follow the instructions for each section of the forms. Failure to respond or properly execute the forms can result in disqualification and possible rejection of your bid.

A complete copy of Article 5, Subtitle 28 of the Baltimore City Code is available online at: <https://legislativereference.baltimorecity.gov/city-codes>

1. BID REQUIREMENTS

Bids must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. **Bidder must submit the following completed documents WITH THE BID:**

- Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE and/or WBE.
 - Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder
- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected. MBE/WBE MUST be certified with the City of Baltimore.**

ONLY SUBMIT IF APPLICABLE:

- Part C: Statement of Self-Performance** – to be signed by Bidder who is certified by the City as MBE and/or WBE. This is only filled out if the prime plans to self-perform to fulfill the MBE/WBE goals.
- Part E: MBE/WBE Participation Waiver Request** – to be completed and submitted by Bidder if unable to meet the participation goals. (Please note: Substantial documentation must be provided to justify reasons for not being able to meet goals) Specifically, on Part E numbers one, two, and three must be addressed in detail.

2. VERIFYING CERTIFICATION

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the Minority and Women’s Business Opportunity

Office (MWBOO) at bid opening for the work and/or services to be performed on the contract. Art. 5, §28-48(d).

- The MBEs and WBEs named must be certified for the services they are listed to perform, and the services must be required as part of the Detailed Specifications of the contract.
- A directory of certified MBEs and WBEs is available online at <https://cityservices.baltimorecity.gov/mwboo/>
- County, State, or Federal certification is not acceptable, the MBE and WBE **must** be certified with the City of Baltimore.

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** Art. 5, §28-31(d).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's

or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** Art. 5, §28-37. *Example:* If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.

i) Non-Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5, §28-41.

4. **WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62.

5. **SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve the substitution, after award of a contract, of any MBE or WBE that is included on a bidder's Statement of Intent at the time of bid opening. Any unjustified failure to comply with this requirement after award of a contract is a material breach of contract. Art. 5, §28-63(a).

6. **CONTRACT REQUIREMENTS**

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Art. 5, §28-48 (e).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS, AS DETAILED IN INSTRUCTION 1.
BID REQUIREMENTS, ARE DUE WITH THE BID.**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The MBE goal is _____% The WBE goal is _____%

If MBE Sub-Goals Apply: (the MBE sub-goals will be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

PART B:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE and WBE NAMED IN THIS BID. (You are permitted to make additional copies of this form as needed). PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3A and 3F.

Contract Number: _____

Name of Prime Contractor: _____

Name of Baltimore City Certified Subcontractor: _____

City Certification Number: _____ MBE WBE

List the City certified Work and/or Service to be performed by MBE or WBE:
(The selected MBE and/or WBE above must be City certified for the work/service being performed)

Materials/Supplies to be furnished by MBE or WBE:

Percentage of work to be performed by MBE or WBE: _____%

Dollar Amount to be paid to MBE or WBE for work performed: \$ _____

(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the percentage and corresponding dollar amount listed to meet the MBE/WBE participation goals. This form is subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor **(REQUIRED)**

Date

Email Address

Phone

Signature of MBE or WBE **(REQUIRED)**

Date

Email Address

Phone

PLEASE NOTE: CHANGES TO INFORMATION ON PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

PART C:
STATEMENT OF INTENT TO SELF-PERFORM

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.

Name of Prime Contractor: _____

City Certification Number: _____ **MBE** _____ **WBE** _____

List the City certified Work and/or Service to be self-performed:
(The Prime Contractor MBE or WBE above must be City certified for the work/service being performed)

Materials/Supplies to be furnished:

Total Percentage of Self-Performed Work toward the MBE or WBE Goal: _____ %

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ _____

(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (**REQUIRED**)

Date

Email Address

Phone

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges **the MBE goal of _____% and the WBE goal of _____%** for this contract. Contractor has achieved the following participation:

MBE _____ % **and** \$ _____

WBE _____ % **and** \$ _____

of the total contract amount which is \$ _____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO the Subcontractor Utilization Form, canceled checks, and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract, including electronic verification.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

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

Contractor Company Name

Signature

Email Address and Phone

Print Name and Title

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract..... MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I have achieved.....MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I am requesting a waiver of.....MBE: _____% and WBE: _____%

If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___% Native American: ___%

I have contacted MWBOO for assistance: _____Yes _____No (*Check One*)

Number of MBE firms contacted: _____ (*Attach a list of names.*)

Number of WBE firms contacted: _____ (*Attach a list of names.*)

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion
- (4) **Please consult the Bidder Information Guide & MWBOO FAQ for additional waiver guidance.**

Signature of Authorized Company Representative

Date

BIDDER SUBMISSION CHECKLIST

- You have reviewed the **Bidder Information Guide** following this checklist
- You retained the **Subcontractor Utilization Form** for submission after performing on the contract, if awarded. **This form is not to be submitted with your bid.**

— **Part B: Statement of Intent Form(s)**

- Name of Bidder and Name of MBE or WBE included at the top of the form
- Form is signed by both Bidder and MBE or WBE
- Form indicates whether the subcontractor is a MBE or WBE
- Checked MWBOO database to verify MBE and WBE certification
- Listed the MBE or WBE subcontractor's City certification number
- Checked SDAT database to verify good standing of MBE and WBE
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be performed
- Stated Dollar amount of work to be performed
- The percentages being performed by the MBE and WBE meet the goals set on the bid solicitation

— **Part D: MBE/WBE Participation Affidavit**

- The applicable MBE/WBE goal was entered in the first paragraph (this goal should match the goal stated in the bid solicitation)
- Stated MBE or WBE percentage (%) of work to be performed (this percentage should match the goals set on the bid solicitation)
- Stated dollar value corresponding to the percentage of work to be performed (if this is a requirements contract, this can be left blank)
- Completed Company name and address
- Signed your name
- Printed name and title of the person who signed the form

OPTIONAL FORMS, these should only be submitted if applicable

— **Part C: Statement of Self-Performance**

- You are certified MBE/WBE by Baltimore City MWBOO
- Included the percentage of work to be applied to the applicable MBE or WBE participation goal
- Self-performing percentage is not over 50%
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be self-performed
- Stated Dollar amount of work to be self-performed

- Form is signed by the Bidder

— **Part E: MBE/WBE Participation Waiver Request**

- You submitted an additional document addressing questions one, two and three on Part E.**
- You exercised good faith efforts to achieve the applicable contract participation goals
- You reviewed the Bidder Information Guide for guidance regarding waivers and good faith efforts
- You detailed all efforts that were undertaken to secure MBE and/or WBE participation on this contract in the Waiver Request Form and submitted additional documentation of these efforts.
- You have double-checked that all bid forms that will be submitted are complete, contain the required information, and are signed and dated.**

Bidder Information Guide

What are some common mistakes or omissions that I should try to avoid and things to keep in mind?

- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.
- Any Statement of Intent Form(s) and/or MBE/WBE Participation Affidavit that are not properly executed or do not contain all required information will result in a finding of non-compliance and will be rejected.
- **Utilizing a business that is not certified with the City of Baltimore or that has an expired certification, without an extension due to a pending application for renewal, will not count towards meeting a MBE/WBE participation goal.** City Code Article 5, §28-41(d) states that each bidder is responsible for verifying that all MBEs and WBEs to be used have been certified by the Office before bid opening.
- The failure to exercise good faith efforts when requesting a waiver and not meeting the applicable MBE/WBE goals for the contract will result in a finding of non-compliance
- A business enterprise that is Baltimore City certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.
- A bidder that is a City certified MBE/WBE may only count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE/WBE's available work capacity as calculated with the Contractor Prequalification rules. Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform. A bidder's statement that they will self-perform, but the business is not City certified as a MBE/WBE, may result in the bid being found non-compliant.
- A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

- A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE/WBE that contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.
- A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.
- Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers. Art. 5, §28-37.
- A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.
- A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.
- A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5§28-41.

Is there any limitation of what services a MBE/WBE can perform that count towards the contract participation goals?

MBE/WBEs subcontractors must perform a commercially useful function. Commercially useful function is defined in the City Code as the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32. As a result, the bidder should think broadly and consider all functions and services necessary to fully perform the contract.

Can I get a waiver of the contract participation goals?

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62. The bidder should have previously consulted the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, and made attempts to secure MBE/WBE subcontractor participation.

Each waiver request **must include documentation** of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals;

(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs; &

(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Each waiver is reviewed individually, highly scrutinized, and will not be granted if the bidder's submission does not evidence that they undertook several steps to secure participation in good faith.

What are "good faith efforts"?

MWBOO uses the term good faith efforts in several contexts including bid participation forms, waivers, and in evaluating efforts to meet contract participation goals by bidders. All efforts must begin with an evaluation of the availability of certified MBE/WBEs to perform the contract services by consulting the MWBOO certification directory:

<https://cityservices.baltimorecity.gov/mwboo/>

If there are certified MBE/WBEs that can provide the goods or services under the contract the contractor/vendor must undertake efforts to contact those businesses, secure price quotes, and exercise diligence in determining if they have the capabilities and expertise to perform. The availability of MBE/WBEs strongly undercuts any request for participation goals to be waived.

The following are additional examples of actions that can show that efforts were undertaken in good faith to meet the applicable contract goals, including but not limited to:

- The bidder should solicit interest as early in the acquisition process as practicable to allow the MBE/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the MBE/WBEs are interested by taking appropriate steps to follow-up on initial solicitations.
- The bidder should identify portions of the work to be performed by MBE/WBEs in order to increase the likelihood that the MBE/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates MBE/WBE participation.
- The bidder should provide interested MBE/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBEs subcontractors, and would take a

firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBE/WBEs is not sufficient reason for a bidder's failure to meet the contract MBE/WBEs goal, as long as such costs are reasonable and not excessive.

- The bidder should engage in negotiations in good faith with interested MBE/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBEs subcontractors and suppliers and to select those portions of the work or material needed that is consistent with the available MBE/WBEs subcontractors and suppliers, so as to facilitate MBE/WBEs participation.
- Evidence of such negotiation includes: the names, addresses, and telephone numbers of MBE/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBE/WBEs to perform the work.
- Bidders should include detailed information regarding their attempts to secure participation. MWBOO cannot accept unsupported statements about efforts to secure MBE/WBE participation. **All waivers must include documentation of those efforts.** For example: you should include email correspondence with subcontractors to show their response or lack of response.
- It is insufficient to simply state that you contacted a business and provide their directory entry or contact information. It is insufficient to make arguments why you believe the goals should be waived and you should be permitted to perform the entire contract with no participation goals. It is insufficient to detail that the contract was previously granted a waiver or that you were previously awarded this contract. A promise to use MBE/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts or to meet the contract MBE/WBE participation goals.
- It is the bidder's responsibility to establish and document the efforts that were undertaken to secure MBE/WBE participation. **Waivers are judged solely based upon the information provided and detailed to MWBOO in the bid submission.**
- There are numerous ways to identify subcontractors to participate on the contract such as: the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, attending pre-bid information sessions, business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, and/or written notices or emails to all MBE/WBEs listed in MWBOO's directory that specialize in the services or goods required to perform the contract.

- MBE/WBEs should not be rejected as unqualified without sound reasons based on a thorough investigation of their capabilities. Factors such as the contractor's standing within their industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- Bidders should make reasonable efforts, if needed, to assist interested MBE/WBEs in obtaining bonding, lines of credit, insurance, or related assistance or services as required by the subcontractor.
- Contacting and utilizing the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices (including MWBOO); and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of MBE/WBEs. When considering a waiver, you should contact MWBOO if you feel as though you have exhausted the ability to identify additional MBE/WBEs who could perform on the contract.

MWBOO will evaluate all of the detailed efforts in determining if the bidder has exercised good faith efforts.

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Prime Contractor's Signature

Date