



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

REQUEST FOR PROPOSAL

Professional Architect and Engineering Services for Facilities Projects
RFP #011.18.B4

To All Interested Professional Services Consultants:

The Howard County Public School System (HCPSS) invites your submittals to provide professional services consultants such as architects, engineers, etc. for various facilities and construction projects as assigned to the Building Services (Facilities) of the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 011.18.B4.

RFP documents may be obtained on **October 31, 2017** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at www.hcpss.org/about-us/purchasing/current-bids/.

The Purchasing Office's contact for this solicitation is Mr. Robert Gill, robert_gill@hcpss.org, (410) 313-4584.

The Pre-proposal Meeting will be held on November 9, 2017 at 10:00 A.M. at the HCPSS Central Office Building; 10910 Clarksville Pike, Ellicott City MD, in Room ML2.

Submittals shall be in a sealed envelope clearly marked "RFP", "Professional Architect and Engineering Services for Facilities Projects" "RFP #011.18.B4", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **November 28, 2017 at 10:00 A.M.** Late Proposals will not be accepted. It is the submitting Firms responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

It is the submitting firm's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that submitting firm ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any submitting firm to receive any such Addenda or interpretation may not relieve such submitting firm from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than **2:00 P.M., November 16, 2017** to Mr. Robert Gill, Procurement Specialist, Robert_gill@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are firms, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Firms failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids

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

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

Robert B. Gill, CPPB, CPPO
Procurement Specialist



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

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

NO Bid/RFP REPLY FORM

Sealed Bid For: Professional Architect and Engineering Services for Facilities Projects

Bid Number: 011.18.B4

Bidder: _____

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

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

- _____ 1. We do not wish to submit under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We cannot submit because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to do business with Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

October 31, 2017
Issue Date

Schedule of Events

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

SEALED PROPOSALS FOR:	Professional Architect and Engineering Services for Facilities Projects
RFP NUMBER:	011.18.B4
PRE-PROPOSAL DATE:	November 9, 2017
PRE-PROPOSAL TIME:	10:00 AM
PRE-PROPOSAL LOCATION:	HCPSS Central Office Room No: ML2 10910 Clarksville Pike Ellicott City, MD 21042
LAST DATE & TIME FOR QUESTIONS:	November 16, 2017 at 2:00 PM in writing Submit To: Robert Gill at robert_gill@hcpss.org
DUE DATE & TIME:	November 28, 2017 - 10:00 AM
BUYER:	<u>Robert Gill, phone: 410-313-4584, fax: 410-313-6789</u> <u>email: robert_gill@hcpss.org</u>

The above dates are subject to change.

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ARCHITECT AND ENGINEERING SERVICES
FOR FACILITIES PROJECTS

RFP No. 011.18.B4

Howard County Public School System
10910 Route 108
Ellicott City, Maryland 21042

TABLE OF CONTENTS

PART I: GENERAL INFORMATION

1.1 Purpose	1
1.2 Background	1
1.3 Obligations of HCPSS	1
1.4 Respondent Obligations	1
1.5 Contact	2
1.6 Respondent Understanding of the RFP	2
1.7 Deadline for the Submission of Submittals	2
1.8 Right to Amend, Modify or Withdraw RFP	2
1.9 Issuing Office	2
1.10 Open Records	2
1.11 Written Questions and Official Responses	3
1.12 Time	3
1.13 Copies	3
1.14 Contract Period	3
1.15 Price Adjustment	4
1.16 Inclement Weather or other Unanticipated HCPSS Closings	4
1.17 Contract Documents	4
1.18 Clarifications and Addenda	5
1.18 Signing of Forms	5

PART II: SUBMITTAL FORMAT

2.1 Introduction	6
2.2 General Organization of Submittal Contents	6
2.3 Transmittal Letter	6
2.4 Executive Summary	6
2.5 Table of Contents	7
2.6 Respondent Identifying Information	7
2.7 Submittal Requirements	8
2.8 Cost Proposal	8

PART III: PROJECT REQUIREMENTS

3.1 Technical Issues	9
3.2 Computer Capability	10
3.3 Financial Information	11
3.4 Statement of work	11

PART IV: SUBMITTAL AND SELECTION PROCESS

4.1 Introduction	17
4.2 Cost Submittal	17
4.3 Submittal Evaluation and Selection	17

PART V: PAYMENTS	17
------------------------	----

APPENDIX A: TERMS AND CONDITIONS

APPENDIX B: STANDARD CONTRACT

APPENDIX C: EQUAL BUSINESS OPPORTUNITY –
CONTRACT SCHEDULE OF PARTICIPATION FORM

APPENDIX D: FORM FOR COST PROPOSAL

APPENDIX E: AFFIDAVIT

APPENDIX F: INSURANCE REQUIREMENTS

PART I GENERAL INFORMATION

1.1 Purpose

The Howard County Public School System (HCPSS) issued this Request for Proposals (RFP) to solicit submittals from qualified, professional independent consultants to provide architectural, structural, mechanical, electrical, civil, environmental, envelope (roof, walls, windows), and commissioning engineering services in accordance with the instructions and subject to the requirements hereinafter set forth. HCPSS desires to establish unit price contracts with multiple firms for each professional discipline on an as needed basis. HCPSS will assign specific projects to what it considers to be the most appropriate firm(s) giving consideration to the scope of the project, time to complete, and proposed cost. In accordance with the terms of any resulting contract, HCPSS reserves the right to decide when and if project assignments will be made and makes no commitment to a specific number of assignments or value of work. From time to time, HCPSS will require the cooperative effort of several disciplines awarded contracts to act in concert on a single project. The most appropriate Consultant shall be selected by HCPSS.

1.2 Background

The School System operates 76 schools (41 elementary schools, 20 middle schools, 12 high schools, and three special schools), with additional office locations in a suburban area. Enrollment is approximately 57,000 students. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus>

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Fiscal 2017 Operating Budget.

1.3 Obligations of HCPSS

HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserve the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with respondents. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files, and will be available for public inspection.

1.4 Respondent Obligations

Qualified consultants are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Consultant will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

Submittals must identify any proposed subcontractors, and outline the contractual relationship between Consultant and each joint respondent or subcontractor. Future additional or substitute subcontractors must be approved by HCPSS in advance of project reward. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by Consultant's obligations under the Contract. The Consultant's submittals must include originals of these statements.

Consultant will be the sole point of contract responsibility. HCPSS will look solely to Consultant for performance of the contract. Consultant will indemnify and hold harmless HCPSS from any claim asserted by or against Consultant, Consultant's subcontractors or joint respondents.

Although not detailed in this document, HCPSS reserve the right to negotiate a contract amendment with the Consultant for additional services that may be required.

1.5 Contact

Questions concerning this RFP must be in writing and addressed to Robert Gill Purchasing Specialist, HCPSS. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

1.6 Respondent Understanding of RFP

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing in Appendix A of this RFP and the HCPSS Standard Contract that appears in Appendix B of this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the Consultant prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

1.7 Deadline for Submission of Responses

To be considered, submittals must be received in the issuing office the date and time specified in the Schedule of Events section of this RFP. HCPSS prefers hand or overnight delivery. Faxed or electronic responses are not acceptable.

1.8 Right to Amend, Modify or Withdraw RFP

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

1.9 Issuing Office

Purchasing is the Issuing Office and the sole point of contact for the RFP. HCPSS is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. **All communications concerning this procurement must be in writing and addressed to:**

Robert Gill
Purchasing Specialist
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042
robert_gill@hcpss.org
Phone: 410 313-4584

Written questions must be received prior to or no later than the last day for questions date and time provided in this document. HCPSS will make every effort to provide a timely response to questions.

1.10 Open Records

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

If a respondent believes that a submittal or parts of a submittal is confidential, then respondent must so specify. Respondent must stamp, in bold red letters, the term “**CONFIDENTIAL**” on that part of the submittal that it believes to be confidential. Respondent must submit in writing specific detailed

reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful submittal may be considered public information even though parts are marked confidential.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

1.11 Written Questions and Official Responses

Inquiries concerning this RFP must be in writing and received by the Issuing Office specified in Section 1.9 no later than the date and time specified in this RFP. Telephone inquiries will not be accepted. Questions may be submitted by e-mail to the Purchasing Specialist. Responses to inquiries of a general nature that can be addressed by referring the requestor to information already provided in the RFP document will be addressed directly with that requestor. Responses to inquiries of a specific nature that are not addressed in the RFP or would be beneficial for all potential firms to have will be addressed in an written addendum. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.

If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Issuing Office. If a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.12 Time

The times stated in this document refer to the Eastern Time Zone.

HCPSS' regular office hours are 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

1.13 Copies

Respondents must submit one (1) signed original and four (4) copies (Marked Copy) of their submittals. If the respondent includes supplemental documents such as brochures, they must attach a copy of all the supplemental materials to the original and each of the other copies. Respondents must include copies of respondents' cost proposals in their submittal.

1.14 Contract Period

This contract shall begin upon award by the Board of Education. The initial term of this contract is for approximately one (1) year period. HCPSS reserves the right at its sole option to renew the contract for four (4) additional years, one (1) year at a time.

Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor and annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract. The contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of or during such fiscal year, to terminate the contract.

If the contract should not be renewed or no additional renewal periods issued, any previously assigned work will be completed under the existing contract terms.

1.15 Price Adjustments

The HCPSS will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Vendor must submit to The HCPSS, Sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change.

The HCPSS will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Vendor must submit to The HCPSS, forty-five (45) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change.

HCPSS will also consider adjustments based on fees outside of the control of the Vendor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPSS with no mark-up allowed. For such changes to be considered by HCPSS, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Vendor. HCPSS will then review the request and advise the vendor of approval or disapproval of the price change request.

Price increase request will not be considered if not accompanied with the proper information.

1.16 Inclement Weather or other unanticipated HCPSS Closings

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

1.17 Contract Documents

Contract Documents consist of the General Provisions of Bid Proposal, the specification and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) which the Board of Education awards as a result of this solicitation and will become the contract. The contractor, by submitting its proposal, agrees that if awarded

the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future projects awarded under this contract.

1.18 Clarifications and Addenda

Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the issuing Office Representative, no later than the last day for questions specified in these documents, and the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expenses made necessary by reason of later interpretation of the RFP document's by HCPSS. Request shall include the RFP number and title.

Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.

It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidder from any obligation under his/her proposal submittal.

1.19 Signing of Forms

The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of the board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

PART II

SUBMITTAL FORMAT

2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal (See Appendix D)
- f. Affirmative Action Certification (See Appendix C)
- g. Subcontractor Information, if applicable (See Section 2.6.1)
- h. Affidavit (See Appendix E)

2.3 Transmittal Letter

Respondents must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **90 days from the deadline for delivery of submittals. Any submittal containing a term of less than 90 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B. If a respondent takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Respondents are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set in this RFP for the submission of questions.

2.4 Executive Summary

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the

executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

Each submittal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the submittal. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Respondent Identifying Information

Each respondent must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, plants, and other facilities that relate to respondent's performance under this RFP;
- f. name, address, business and home telephone number, e-mail address and fax number of respondent's principal contact person regarding the Contract;
- g. respondent's Federal Employer Identification Number;
- h. full name and address for each member, partner, and employee of respondent (and any subcontractors) who will perform services on this project;
- i. statement regarding the financial stability of respondent, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.
- j. a statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome. This includes a declaration that the Offeror is not listed on the Excluded Parties List at maintained by the Federal Government.

2.6.1 Subcontractor Information

Respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal.

Subcontractors are required to submit ownership information similar to that required of respondents in Section 2.6 above. Respondent must disclose, at HCPSS request, any information regarding subcontractors.

2.6.2 Equal Employment Opportunity Practices

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.

Minority Business Enterprise goals will be set on a project by project basis. Respondents are expected to make every effort to meet or exceed the MBE percent participation goal set on each project and will be expected to submit the Howard County Equal Business Opportunity Certificate and EBO Contract Schedule of Participation Form that appear as Appendix C as required for each project.

2.6.3 Conflict of Interest

Each respondent must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between respondent, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between respondent, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

Each respondent must reveal any past or existing relationship between respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.

In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, respondent represents and warrants that if awarded the Contract, the review would not put respondent in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a submittal, the respondent agrees that, if selected, the Consultant will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Cost Proposal

Please refer to Part IV - Section 4.2 and Appendix D.

PART III

SUBMITTAL REQUIREMENTS

3.1 Technical Issues

The consultant should prepare their response to the Request for Proposal as described below. For rating purposes, the submittal will be evaluated for the following distinct parts.

A. Qualifications

1. Established engineering/consultant firm for past five years.
2. Owns or leases and sufficiently staff's commercial office space within a 50-mile radius of Ellicott City, Maryland.
3. Personnel experienced in disciplines that would enable performance on a wide variety of projects; specifically required will be electrical, mechanical, structural and environmental engineers, and architects.
4. Employees trained in bid document preparation.
5. Company owned/leased state-of-the-art testing equipment, where applicable.
6. Familiar, by past experience, with state and local government practices, procedures, laws, and regulations; with emphasis on the state of Maryland Public School Laws §5-112.
7. Past experience in consultation to include analysis, design, specification preparation, and construction inspection for local government or school systems.
8. Activities and methodologies in accordance with state-of-the-art practices; and accredited, certified, and/or are in accordance with OSHA, MOSHA, construction Specification Institute, and other as may be applicable.
9. Certify non-affiliation with any general contractor or materials manufacturer or distributor.
10. Licensed to do business in the state of Maryland.

B. Submittals

1. Either Standard Form 254 (SF254) - Architect - Engineer and Related Services Questionnaire or form 255 or standard form 330.
2. Standard Form 255 (SF255) - Architect - Engineer and Related Services Questionnaire for Specific Project.
3. Company profile, to include:
 - (a) How long in business under current name.
 - (b) Business contact information (Name, address title, phone, e-mail)
 - (c) Resume of business principals', to include courses or related experience.
 - (d) Resume of lead person(s) for this project, to include related experience.
 - (e) Manpower breakdown - number of personnel by specialty, number of office works, number of field supervisors, number of field workers.
 - (f) Description of pertinent facilities and equipment to include office space by square footage and indicate own or lease.
 - (g) Licensed to work in the state of Maryland and for operating any testing device requiring licensing.
 - (h) References for recent similar projects of similar size completed, to include contact person's name, telephone number and email address. The contact person for each project should be able to comment on your firm's ability to provide the service and their impression on how well your firm fulfilled its obligations. At least three, but not more than five references should be provided.
 - (i) Sample of design (1), reports (1) or other related documents
 - (j) Statement of principals' of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.

- (k) Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
- (l) Main office and branch office locations, noting street address and city, state, and zip code.
- (m) Statement of ability to comply with the insurance requirements identified under Appendix F.

C. Interpretation

- 1. A narrative expansion of the consultant understands of the desired services as defined in these RFP documents.
- 2. Specific reference must be made to the sections applicable to tasks, and all other required criteria contained in the Specifications.

D. Management Team and Approach

- 1. Identify key personnel with applicable responsibilities and project team compositions and their place in the firm's organizational structure.
- 2. Identify the systems and approaches utilized by the firm.
- 3. The length of time the team has worked together.

E. Cost/Fee Structure

- 1. Outline methods or philosophy that will be utilized to control project costs. This should include specific cost control methods, automation techniques, and the expected use of professional vs. nonprofessional personnel.
- 2. Consultants shall submit a fee structure utilizing the Proposal Total Sheet – **Appendix D.**

F. Affidavit and Non-Collusion Certification (Appendix E).

3.2. Computer Capabilities

When utilizing a computer to perform engineering computations for a project, the consultant shall include a specific "Computer Services Section" within the submittal that shall contain, as a minimum, the following information:

- A. In the computer Services Section of the submittal, all technical computer description and documentation as required hereinafter, shall be presented.

Specifically, the following must be addressed:

- 1. Whether the consultant is utilizing his/her own computer, and if not, whose.
 - 2. The make and model number of the computer(s) to be used and the basic hardware configuration (number of processors, memory size, mass memory size, and number of tape units).
 - 3. The application software to be utilized.
- B. The consultant shall estimate the percentage of computer time required for various task functions enumerated under the services to be performed.

- C. The Computer Services Section shall contain the computer documentation of the consultant, as well as all subcontractors, proposing to use computer services for the project.

3.3. Financial Information

Every consultant or joint venture will be required to submit a financial statement, and other financial data requested or required, at the same time the competitive response is submitted, in a separate sealed envelope labeled "Financial Statement and Data."

A. Financial Statement

Two copies of said statement are sufficient for each firm. The financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. Financial statements will not be required, at submittal deadline time, from firms who are individuals, or from firms who are proposed for less than \$10,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

B. Other Financial Data

Any other financial data that is specifically requested by the school system or deemed appropriate by the consultant shall be submitted in single copy and included within the Financial Statement and Data envelope.

C. Submittal Requirement

In the Financial Statement and Data envelope, the consultant must submit a letter addressed to the school system setting forth the evidence that:

1. That the consultant has financial capacity to provide the services; and,
2. The consultant has measures of protecting for the school system against errors and omissions. **Failure of the consultant to submit satisfactorily to this requirement may result in the school system rejecting the submittal.**

3.4. Statement of Work

A. Architectural Services

- a. Provide architectural services as requested.
 - i. Design complete architectural design plans and specifications.
 - ii. Provide bidding and construction administration services.
 - iii. All deliverables (design documents and specifications) shall be made available in electronic format including, but not limited to WORD format, Adobe Reader format, and AutoCADD format.
 - iv. Work may include investigating and research to comply with all required codes
 - v. LEED design and certification and other energy efficiency improvements
 - vi. Development, review, evaluation and certification of drawings as needed.
 - vii. Plan design with community input as required.
 - viii. Assist HCPSS in obtaining the required approvals from any authorities having jurisdiction.
 - ix. Assist HCPSS in evaluating contractors' proposals for the work.

B. Mechanical and Electrical Engineering Services

- a. Provide mechanical and electrical engineering services as requested.
 - i. Design complete mechanical, electrical, and plumbing design plans and specifications.

- ii. Design work may include heating and cooling load calculations, electrical load calculations, fault-current analysis, and life cycle cost analysis.
- iii. Provide bidding and construction administration services.
- iv. Design work may include completing applications for various types of utility rebates.
- v. All deliverables (design documents and specifications) shall be made available in electronic format including, but not limited to WORD format, Adobe Reader format, and AutoCADD format.
- vi. Assist HCPSS in obtaining the required approvals from any authorities having jurisdiction.
- vii. Assist HCPSS in evaluating contractors' proposals for the work.

C. Structural Engineering Services

- a. Provide structural engineering services as requested.
 - i. Design complete structural design plans and specifications.
 - ii. Provide bidding and construction administration services.
 - iii. All deliverables (design documents and specifications) shall be made available in electronic format including, but not limited to WORD format, Adobe Reader format, and AutoCADD format.
 - iv. Assist HCPSS in obtaining the required approvals from any authorities having jurisdiction.
 - v. Assist HCPSS in evaluating contractors' proposals for the work.

D. Roofing and Building Envelope Engineering Services

- a. Provide roofing and building envelope engineering services as requested.
- b. Design complete roofing design plans and specifications.
- c. Provide bidding and construction administration services.
- d. All deliverables (design documents and specifications) shall be made available in electronic format including, but not limited to WORD format, Adobe Reader format, and AutoCADD format.
- e. Assist HCPSS in evaluating contractors' proposals for the work.

E. Civil Engineering and Survey Services

- a. Provide civil engineering services as requested.
 - i. Design complete Site Development plans and specifications.
 - ii. Make redlines to existing SD Plans on file at local permit office.
 - iii. Coordinate design with local authorities.
 - iv. All deliverables (design documents and specifications) shall be made available in electronic format including, but not limited to WORD format, Adobe Reader format, and AutoCADD format.
 - v. Assist HCPSS in obtaining the required approvals from any authorities having jurisdiction.
 - vi. Assist HCPSS in evaluating contractors' proposals for the work.
 - vii. Site Survey: establish all property corners, with benchmarks for each location
 - viii. Site Survey: provide survey services as requested by HCPSS
 - ix. Site Survey: provide services on an hourly basis, or not to exceed per project basis for additional work

F. Subsurface Exploration and Geotechnical Evaluation Services

- a. Provide sub-surface Exploration and Geotechnical Evaluation and prepare reports with recommendations to HCPSS and Architect.
- b. The report shall include, but not limited to: Site Location, Site Topography, Site Conditions, Description of Subsurface Conditions, Evaluations and Recommendations.
- c. After design and bid of project the following services are required, but not limited to the following:

- i. Soil testing for the bearing capacity
- ii. Concrete testing along with rebar placement inspection
- iii. On-Site structural steel inspection
- iv. Asphalt pavement testing
- v. Testing of paint for mil thickness
- vi. Testing of spray fireproofing
- vii. Quantity, record, confirm and document all haul-off or borrow of materials, which would result in additional cost to HCPSS
- viii. At the completion of a project, provide to appropriate Howard County Authorities, certified test reports and certified statements as required for soil foundations, concrete and reinforcement, structural steel, and sprayed on fireproofing
- ix. Other testing as required and related to the project.

G. Fire Protection Services

- a. Provide a broad range of Life Safety and Fire Protection Engineering consulting and design services, such as:
 - i. Prepare construction bid documents
 - ii. Prepare drawings for fire sprinkler and fire alarm systems
 - iii. Perform third party life safety and building code reviews of designs
 - iv. Perform construction period services, including third party inspections
 - v. Analyze existing fire protection systems already in service
 - vi. Develop cost estimates for fire protection systems
- b. Provide at least one Maryland registered professional fire protection engineer on staff with a minimum of 10 years experience. Background experience shall include the following:
 - i. Extensive background in design, inspection, analyses, and testing of water supplies and fire protection systems
 - ii. Specialized in sprinkler installations, installations of fire pumps, and fire alarm and detection systems.
 - iii. Capable of computer aided design (AutoCAD) of new fire protection systems
 - iv. Perform initial acceptance of fire pumps, sprinkler and fire alarm systems
 - v. Provide computer-based hydraulic calculations to determine the suitability of designs for compliance with national codes and standards
 - vi. Interface with engineers, architects, local authorities, insurance companies, field installation contractors
 - vii. Review shop drawings for compliance with contract specifications
 - viii. Manage construction contracts, review requests for information, change notifications, and evaluate field conditions and deviations
 - ix. Provide expert analysis for code compliance, life safety issues, fire alarm and special hazard analyses
 - x. Demonstrated knowledge and experience in local and state building and fire codes (BOCA, IBC, NFPA), Life Safety codes and ADA code requirements

PART IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

4.1 Introduction

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals ("cost proposals").

4.2 Cost Proposal

The respondent must utilize the format provided in Appendix D in submitting a cost proposal in response to this RFP. The cost proposal must be included in each copy of the submittal. Any re-worked version of Appendix D that is intended to be a substitute for Appendix D, that is provided by a respondent may be determined as non-responsive, and may result in the submittal's disqualification.

Respondent must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required to perform under this project. All such costs will be at the expense of Consultant.

4.3 Submittal Evaluation and Selection

The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded the Contractor whose submittal best meets HCPSS/ requirements and needs at the time of the award.

Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Contractor making the submittal, and shall offer the most cost effective submittal for the desired services.

Submittals shall be evaluated by an Evaluation and Selection Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS/ waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.

The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal:

Qualifications of the Firm	20
Qualifications of the Individuals Proposed	30
Analytic Approach and Workplan	50

Only those firms who's proposal has achieved the required 70% minimum or better technical score will be considered for award. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Selection Committee.

PART V

PAYMENTS

Payments

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Consultant's personnel and subcontractor staff in the performance of work under the Contract.

APPENDIX A
TERMS AND CONDITIONS

1. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

2. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

3. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

4. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror's submittals shall be confidential.

5. INITIATION OF WORK

The Consultant shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

6. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to consultant's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Consultant shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Consultant under this agreement or the activities conducted or required to be conducted by the Consultant under this agreement, including its subcontractors, agents, or employees.

7. HOLD HARMLESS: INSURANCE

The Awarded contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

The Consultant has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in Attachment A.

8. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

9. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the contract cost thereof.

If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Consultant of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization of HCPSS.

10. DELAYS AND EXTENSIONS OF TIME

The Consultant shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

11. REMEDIES AND TERMINATION

- A. **Correction of Errors, Defects, and Omissions** - The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Consultant of the responsibility.
- B. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Consultant of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Consultant for damages and HCPSS may affirmatively collect damages from the Consultant.
- C. **Termination for Default** - If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Consultant, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the

Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach.

If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPSS can affirmatively collect damages.

- D. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- E. **Obligations of Consultant upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the consultant shall:
 - 1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - 2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Consultant under the orders or subcontracts terminated.
 - 3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
- F. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

12. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant, architect, or engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
- C. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

13. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Project Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Project

Manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Consultant. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

14. EXAMINATION OF RECORDS

The Consultant agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

15. DISSEMINATION OF INFORMATION

During the term of this agreement, the Consultant shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

16. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

17. CONTINGENT FEE PROHIBITION

- A. The Consultant warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the consultant, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

18. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Consultant to perform additional tasks not specified in this RFP that may be required in order to assure that the Consultant's recommendations are implemented and are having the desired effects.

19. COMPLIANCE WITH LAW

The consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

20. STAFF

The consultant shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Project Manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

21. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

22. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant and abide by School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

23. OPTIONAL USE OF CONTRACT

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the

execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award. Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this document, and shall have no duties toward the agencies or the vendor.

24. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

25. CRIMINAL HISTORY BACKGROUND CHECKS

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

26. ETHICS REGULATIONS

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

27. DEBARMENT STATUS

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

28. ASSIGNMENTS

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

29. SUBCONTRACTORS

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

30. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

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

31. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

32. SPECIFICATIONS AND SCOPE OF WORK

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

33. INDEMNIFICATION

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

34. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

35. BEHAVIOR OF CONTRACTOR EMPLOYEES

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race,color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all of their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractors employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

36. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors, using best skill and attention. The contractor will assure that all subcontractors and its own employees abide by all of the Howard county Public Schools policies and procedures and the terms and conditions of this contract. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

37. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractors performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

38. PROPOSALS FIRM FOR 120 DAYS

Proposal prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

39. LICENSES AND QUALIFICATIONS

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

40. IDENTIFICATION AND SIGN-IN

All contractor and subcontractor personnel, working in or around HCPSS buildings, shall have a valid driver's license or photo ID in their possession at all times and wear appropriate distinctive uniform Clothing while on the school system's premises. All personnel will be required to sign-in and out of HCPSS buildings each time they visit.

41. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital statu, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, ND 21042 or call 410-313-6654.

42. BINDING AGREEMENT

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

43. INDEPENDENT CONTRACTS

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

APPENDIX B

STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 011.18.B4

THIS AGREEMENT is entered into this _____ Day of _____ 2017, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #011.18.B4 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services as needed and assigned; and

WHEREAS, Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

1. The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal No. 011.18.B4, and _____ (contractor name)
proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #011.18.B4, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of one year. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

Form continues on next page

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in section 5.1.

ARTICLE VI - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

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

BOARD OF EDUCATION OF HOWARD COUNTY

Signature: _____
Cynthia L. Vaillancourt, Chairman
Board of Education of Howard County
_____ Date

Signature: _____
Michael Martirano, Ed. D., Interim
Superintendent of Schools
_____ Date

Firms Signature: _____
Authorized Person at Firm
_____ Date

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

WITNESS: By: _____
_____ Date

APPENDIX C – (Sample Form)

SCHEDULE FOR PARTICIPATION OF CERTIFIED MINORITY BUSINESS ENTERPRISES

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone			Number
3. Project/School Name	4. Project/School Location			
5. PSC No.	6. Base Bid Amount	\$ _____		
	Plus Accepted Alternates	\$ _____		
	Total Contract Amount	\$ _____		
7a. Minority Firm Name	Minority Firm Address			
Minority Firm Telephone Number	Minority Group Type			
Minority Firm Fax Number	O (African American)	O(Women Owned)		
MDOT Certification Number	O (Asian)	O(Hispanic)		
Subcontract Dollar Amount	O (American Indian)	O(Disabled)		
	Percent of Total Contract			
7b. Minority Firm Name	Minority Firm Address			
Minority Firm Telephone Number	Minority Group Type			
Minority Firm Fax Number	O (African American)	O(Women Owned)		
MDOT Certification Number	O (Asian)	O(Hispanic)		
Subcontract Dollar Amount	O (American Indian)	O(Disabled)		
	Percent of Total Contract			
7c.. Minority Firm Name	Minority Firm Address			
	Minority Group Type			
Minority Firm Telephone Number	O (African American)	O(Women Owned)		
	O (Asian)	O(Hispanic)		
Minority Firm Fax Number	O (American Indian)	O(Disabled)		
MDOT Certification Number				
Subcontract Dollar Amount	Percent of Total Contract			
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract			
10. Form Prepared by :				
Name	Name			
Title	Title			
Date	Date2002			

APPENDIX D
FORM FOR COST PROPOSAL

I. FEE STRUCTURE

<u>Work Classification</u>	<u>Hourly Rate*</u>
Principal	\$ _____
Project Engineer	\$ _____
Designer/Drafter	\$ _____
Architect	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

*NOTE: This hourly rate is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate. Lines left blank will be considered "No Cost"

II. SERVICE TYPE

Please identify below the specific service for which you have submitted this proposal. Consultants wishing to submit for more than one service category must submit individual and separate proposals, cost proposal forms and all of the required documentation as outlined in the RFP document in separate envelopes for each service they intend to provide. Each separate Envelop should be clearly marked "Professional Architect and Engineering Services for Facilities Projects" RFP #011.18.B4 and identify the specific Services Category for the enclosed Proposal. The HCPSS Evaluation team will evaluate each proposal based on the information that is provided in each envelop and will not be responsible for searching for information between a consultants multiple proposals for different service categories.

☐ Architectural ☐ Mechanical/Electrical ☐ Structural ☐ Roofing/Envelope
☐ Civil ☐ Subsurface/Geotechnical ☐ Fire Protection

III. ADDENDUM

The bidder acknowledges receipt of the following addenda:

Addendum No. _____ Addendum No. _____ Addendum No. _____

IV. PROPOSAL SUBMITTED BY:

Authorized Signature	Date	Title
Print or Type Name	Phone Number	E-mail Address
Company Name		
Street Address		
City,	State	Zip
Contact Person	Telephone No.	e-mail Address

APPENDIX E

AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of
the firm _____ whose address is _____

_____ and that I possess the authority to make this affidavit and

certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

(g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

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

(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed

contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.

6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

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

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

(Signature of Bidder)

(Date)

(Print Name of Bidder)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2017.

NOTARY PUBLIC

Name _____

Seal:

My Commission Expires _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

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

() Corporation

() Partnership

() Individual

() Other

APPENDIX F

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

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

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

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

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

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

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

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

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

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

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

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

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

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