



102 S. Hickory Avenue
Bel Air, Maryland 21014

Procurement Department
410-809-6044

RFP # 23-JH-022

REQUEST FOR PROPOSALS

FOR

Job Order Contracting Services in the State of Maryland and Washington DC

Proposals Due: March 24, 2023 before 12:00 pm Eastern Time

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

RFP Announcement

RFP TITLE: **Job Order Contracting Services in the State of Maryland and Washington DC**

RFP NUMBER: **23-JH-022**

RFP DUE DATE AND TIME: **March 24, 2023 before 12:00 PM Eastern Time**

RFP EMAIL SUBMITTAL ADDRESS: Submit your Proposal electronically to:
bids@hcps.org

PROCUREMENT AGENT: Jennifer Horner, CPPB
Jennifer.Horner@hcps.org
410-809-6044

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to Jennifer.Horner@hcps.org no later than 4:00 PM Eastern Time on **March 08, 2023**.

ADDENDUM ISSUED: No later than **March 16, 2023**.

PRE-PROPOSAL CONFERENCE (not mandatory): **February 23, 2023 at 10:00 AM Eastern Time** online via Zoom at the following link:
<https://gordian.zoom.us/meeting/register/tZYvd-yrDopGd3rjJ5z30eZWNlxH4c2Ndy>

TIMELY DELIVERY OF RFP DOCUMENTS: Proposals must be received in the Procurement Agent's e-mail box, bids@hcps.org, on or before the RFP due date and time.

Proposals submitted via e-mail shall include the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Technical Proposals **must** be submitted separately from the Cost Proposals in 2 separate files or e-mails. It is the Offeror(s) responsibility to verify that the Proposal has been received at bids@hcps.org, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Procurement Agent listed within the solicitation by email or phone to confirm receipt of RFP.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Offerors may obtain the Solicitation Documents by downloading the information at our website: <https://www.hcps.org/departments/businessservices/procurement.aspx> . Offerors shall continue to check the HCPS website for possible addenda to the proposal(s) prior to the proposal opening date.

The Contract Award Report, will be posted on the HCPS webpage at <https://www.hcps.org/departments/businessservices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

RFP 23-JH-022
Job Order Contracting Services in the State of Maryland and Washington DC

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.

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**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

GENERAL TERMS AND CONDITIONS

**Request for Proposal
Instruction to Offerors**

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the proposal solicitation.

1.0 A REQUEST FOR PROPOSAL SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be submitted via email to bids@hcps.org and clearly marked on the subject line: Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern, or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

- 2.1 Offeror must electronically submit one (1) original with original signatures of the RFP using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals **must** be returned electronically via e-mail to bids@hcps.org, **ONLY**. HCPS will not accept any facsimile transmission or electronic submission to HCPS Procurement Agents, representatives, or employees. It is the Offeror(s) responsibility to verify that the RFP has been received at Jennifer.Horner@hcps.org, prior to the due date. 'Read Receipts' are not sufficient. Offerors may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of RFP.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be e-mailed to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.
- 2.4 All Offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex

Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Offeror Status, and any others that may be required.

2.5 Proposal Due Date

- 2.5.1 Proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due, electronically, to the Procurement Department, at bids@hcps.org.
 - 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
 - 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a RFP, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
 - 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee if, in within five (5) working days prior to the proposal due date.
 - 2.5.5 Omission of any specification or details of any specification which would normally apply to the service(s) described herein its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
 - 2.5.6 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING, via e-mail to Jennifer.Horner@hcps.org, shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 AWARD OR REJECTION OF PROPOSALS

- 3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, while price is a primary evaluation criterion, it is not the only determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.
- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Procurement or upon recommendation to the Board of Education.

- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.

4.0 REMEDIES AND TERMINATION

- 4.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror 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 HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of the responsibility.
- 4.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.
- 4.3 **Termination for Default**
 - 4.3.1 If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.
 - 4.3.2 All finished or unfinished supplies and services provided by the Awarded Offeror, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by the Awarded Offeror's breach.
 - 4.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.
- 4.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Awarded Offeror to the time of termination but not to include any profit not earned as of the date of termination.
 - 4.4.1 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
- 4.5 **Obligations of Awarded Offeror upon Termination** – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Awarded Offeror shall:
 - 4.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - 4.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.

4.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

4.6 **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.

5.0 MULTI-AGENCY PROCUREMENT

5.1 HCPS reserves the right to extend the terms and conditions of this contract to any and all other government 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 is conditioned upon the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.2 HCPS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Awarded Offeror and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

6.0 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:

6.1 Purchase Order or Notice to Proceed which may include plans, drawings, additional terms and conditions, and supplemental technical specifications.

6.2 Section One:

6.2.1 Harford County Public Schools Instruction to Offerors & Terms and Conditions

6.2.2 Special Conditions, Scope, and Project Information

6.2.3 Award Process

6.3 Section Two:

6.3.1 Proposal Submission and Required Forms

6.4 Section Three:

6.4.1 Job Order Contracting General Terms and Conditions

6.4.2 Requirement of Cooperative Contract

6.5 Section Four

6.5.1 Construction Task Catalogs

6.6 Section Five

6.6.1 Technical Specifications

7.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.

8.0 WAIVER OF RIGHT

The Awarded Offeror agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

9.0 INITIATION OF WORK

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Procurement or designated Procurement Agent.

10.0 TAXES AND PERMITS

- 10.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Offerors shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.
- 10.2 For work performed for HCPS, Awarded Offerors shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.
- 10.3 For work performed for HCPS, no charge will be allowed for federal, state, or municipal sales and excise taxes from which HCPS is exempt. The cost proposal shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Awarded Offeror. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

11.0 BILLING AND PAYMENTS

- 11.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. Unless otherwise instructed, the Contractor will submit invoice payment requests to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.
- 11.2 Payment in full will only be made upon completion of contract. Milestone/progress payments must receive the prior approval.
- 11.3 Standard HCPS payment terms are net thirty (30) days.
- 11.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

12.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the appropriate State Court located in Harford County, Maryland.
- 12.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

13.0 FREEDOM OF INFORMATION ACT

- 13.1 Offerors should give specific attention to the identification of those portions of their proposals 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 HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 13.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Offeror to clearly mark such information (pages) as "Confidential".

14.0 ADDENDA

- 14.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Procurement Department.
- 14.2 Addenda notices will be posted on the Procurement Department web site at www.hcps.org, as well as eMaryland Marketplace.
- 14.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.
- 14.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

15.0 COMPLIANCE WITH LAW

- 15.1 The Awarded Offeror hereby represents and warrants 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.
- 15.2 The Awarded Offeror hereby represents and warrants 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.
- 15.3 The Awarded Offeror 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.
- 15.4 The Awarded Offeror must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 15.5 The Offeror at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 15.6 It is the Awarded Offeror's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 15.7 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.

16.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 16.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 16.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or

type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

17.0 INSURANCE

- 17.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 17.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 17.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.
- 17.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

18.0 STAFF

The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Procurement.

19.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Awarded Offeror or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

20.0 PROTEST AND APPEAL PROCESS

Any Offeror objecting to the recommendation for award, or the award of contract may appeal the action to the Supervisor of Procurement by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (30) days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

21.0 NONDISCRIMINATION

- 21.1 The Awarded Offeror shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 21.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.
- 21.3 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

- 21.4 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

22.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

- 22.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.
- 22.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

23.0 FINANCIAL DISCLOSURE

The Awarded Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

24.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

25.0 RETENTION OF RECORDS

The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

26.0 LANGUAGE/GENDER

- 26.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.
- 26.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 26.3 Proposal and offer all have the same meaning and can be used interchangeably.

27.0 DISSEMINATION OF INFORMATION

During the term of this agreement, the Awarded Offeror 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 prior written approval of HCPS.

28.0 INSPECTIONS/CORRECTION OF WORK

All work and materials, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of HCPS or Participating Public Agency who shall be the final judge of the quality

and suitability of the work, materials, process of manufacturer and methods of construction for the purposes for which they are contracted and used. Should they fail to meet the necessary approval, they shall be corrected, made good or replaced at the Contractor's expense, and to the complete satisfaction of HCPS or Participating Public Agency. Rejected material shall be immediately removed from the site. Failure to correct the work shall be grounds for immediate termination of the Contract.

29.0 AWARDED OFFEROR'S OBLIGATION

- 29.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.
- 29.2 The Awarded Offeror shall perform the services with that standard of care, skill, and diligence normally provided by an Awarded Offeror in the performance of services similar to the services hereunder.
- 29.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.
- 29.4 HCPS 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 Awarded Offeror shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Awarded Offeror's negligent performance of any or the services furnished under this contract.
- 29.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 29.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 29.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 29.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 29.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

30.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

- 30.1 HCPS shall have the right, at its 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 Awarded Offeror or in the Contract cost thereof.
- 30.2 If such changes cause an increase or decrease in the Awarded Offeror'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 Awarded Offeror for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Awarded Offeror 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.

- 30.3 No services for which an additional cost or fee will be charged by the Awarded Offeror without prior written authorization of HCPS.

31.0 GUARANTEE AND WARRANTY

- 31.1 The Awarded Offeror shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Awarded Offeror, its subcontractors or suppliers for a period of at least one year from the date of acceptance of the installation by HCPS or Participating Public Agency unless otherwise stated by Participating Public Agency. If the manufacturer warrants equipment for a period longer than one year, the Awarded Offeror shall pass through this extended warranty to HCPS or Participating Public Agency.
- 31.2 In the event the Awarded Offeror fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then HCPS or Participating Public Agency may have the right to secure the services of another contractor to correct the work or complete the performance required by the award of this proposal. The Awarded Offeror shall be solely responsible for any and all cost, expenses and monies due the new contractor unless otherwise stated by Participating Public Agency.
- 31.3 The Awarded Offeror must act as the manufacturer's agent for all warranty claims unless otherwise stated by Participating Public Agency.

32.0 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 Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, 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 HCPS.

33.0 SAFETY AND CODE REQUIREMENTS

- 33.1 Unless otherwise stated by Participating Public Agency, all materials and labor shall comply with the following requirements:
- 33.2 Awarded Offeror shall comply with all Federal, State, and Local laws, ordinances and regulations **with the Authorities Having Jurisdiction (AHJ)** pertaining to work under their charge, and these shall be construed as the minimum requirements of these specifications.
- 33.3 Awarded Offeror shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.
- 33.4 Awarded Offeror shall submit Safety Data Sheets (SDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Awarded Offeror must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Awarded Offeror. Failure on the part of the Awarded Offeror to furnish the necessary SDS sheets will result in the withholding of final payment.
- 33.5 Standards are as defined in the latest issue from the following:

AABC	Associated Air Balance Council
ADC	Air Diffusion Council
AGA	American Gas Association
ADA	American's With Disabilities Act

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AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
COBA	Council of American Building Officials
CPSC	Consumer Product Safety Commission
CS	Commercial Standard
FM	Factory Mutual
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
MSSP	Manufacturers Standards Society of the Valve and Fittings Industry
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

- 33.6 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by Polarized Light Microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.
- 33.7 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager.
- 33.8 All Harford County codes and regulations including the latest edition of The International Building Code are relevant.
- 33.9 The contractor shall provide HCPS the professional and technical support to satisfy the Harford County Building Permit process. Any scope of work and or construction documents need to be reviewed with Harford County, County Municipalities and the Office of the State Fire Marshal if applicable. A HCPS representative should be notified of each meeting and HCPS reserves the right to attend any and all meetings held with Harford County, County Municipalities and the Office of the State Fire Marshal. The contractor shall generate meeting notes for each meeting and advise HCPS, in writing, how each of the authorities' having jurisdiction (AHJ) comments and concerns will be met and or resolved. A project will fall under the County or one of the three municipalities. They are as follows:
- A. Harford County Government
220 South Main Street
Bel Air, MD 21014
 - B. Town of Bel Air
705 Churchville Road
Bel Air, MD 21014
 - C. City of Aberdeen
60 N. Parke Street
Aberdeen, MD 21001

D. City of Havre de Grace
711 Pennington Avenue
Havre de Grace, MD 21078

33.10 Awarded Offeror shall insure that all modifications address the provisions of the ADA.

34.0 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Awarded Offeror encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by HCPS (or Participating Public Agency) or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Awarded Offeror shall notify HCPS (or Participating Public Agency) of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation of the conditions. If such conditions differ materially and cause an increase or decrease in the Awarded Offeror's cost of, or time required for, performance of any part of the work or services, the Awarded Offeror shall be entitled to, and HCPS (or Participating Public Agency) shall consent in writing to, an equitable adjustment in the amounts paid to the Awarded Offeror pursuant to this Agreement, the times for performance or both.

35.0 DELAYS AND EXTENSIONS

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror 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 HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Awarded Offeror.

36.0 HAZARDOUS MATERIALS

36.1 The Awarded Offeror's work and other services pursuant to or in connection with this Agreement includes work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Awarded Offeror shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Awarded Offeror's work or any other services and HCPS has disclosed to the Awarded Offeror the existence and location of any Hazardous Materials in all areas within which the Awarded Offeror will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Awarded Offeror prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Awarded Offeror.

36.2 Should the Awarded Offeror become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Awarded Offeror shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Awarded Offeror shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, the Awarded Offeror shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

37.0 ROYALTIES AND PATENTS

The Awarded Offeror shall pay all royalties and license fees. The Awarded Offeror shall defend suits or claims for infringement of patent rights and shall hold HCPS, Construction Manager, and/or the Architect/Engineer/Designer harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Awarded Offeror has reason to believe that the required design

process or product is an infringement of a patent, the Awarded Offeror shall be responsible for such loss unless such information is promptly furnished to HCPS and/or the Architect/Engineer/Designer.

38.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

39.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 39.1 HCPS requires the Awarded Offeror to have on site, a full-time interpreter that is fluent in speaking and understanding an employee's native language if the Contractor has on site an employee that does not speak English.
- 39.2 Failure of the Awarded Offeror to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate Termination for Cause.

40.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 40.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Offeror, the Awarded Offeror is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 40.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
 - 40.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 40.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
 - 40.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 40.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

- 40.4 The apparent low offeror shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the RFP documents within ten (10) working days of receiving notification of potential award.
- 40.5 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

41.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

- 41.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
- 41.1.1 Effective July 1, 2019
- 41.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
- 41.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

42.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

- 42.1 For work done in the State of Maryland, minority participation is required on certain contracts and encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors that are certified by the Maryland Department of Transportation. “**Certified Minority Business Enterprises are encouraged to respond to this solicitation.**” Check the MDOT website.
- 42.2 Specific goals will be set for certain proposals the dollar amount will exceed \$50,000.00. When applicable, a special section in the Proposal Documents will be included as “**Minority Business Enterprise Procedures- State Funded Public School Construction Projects.**”
- 42.3 When this requirement is included in the Proposal Documents the required certificate and forms must be submitted with the Proposal and failure to submit may result in a determination that the Proposal is non-responsive. If the Contractor is deemed the apparent low offeror the Minority Business Enterprise documentation described in the Proposal Documents must be submitted within the time designated.
- 42.4 **For projects estimated to be over \$50,000, “The Proposer or Offeror is required to submit with its proposal or proposal a completed Attachment 1A - MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents. If Attachment 1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, are not submitted with the Proposal at the time of opening, the Proposal will be deemed non-responsive and not considered. The Proposer or Offeror recognizes that their efforts made to initiate contact to**

solicit and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the Proposal or Proposal opening.

- 42.5 The Contractor shall perform the Contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the Proposal or Proposal. Failure to perform the Contract as specified and presented in the Proposal or Proposal submission without prior written consent of the Owner shall constitute a violation of a material term of the Contract.

43.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

For work performed for HCPS, if the estimated cost of the Contract is \$500,000 or more and if State funds will be 50% or more, the Contract shall meet the prevailing wage requirements contained in Senate Bill 202, effective July 1, 2000. Prevailing wage rates are required for the appropriate trades included in the project and must be reflected in the Proposals submitted. HCPS is required to include a notation in the Proposal Announcement and advertisement that, "PREVAILING WAGE RATES ARE APPLICABLE TO THIS PROJECT". Questions regarding the prevailing wage rate process or procedure may be directed to the Administrator of the Prevailing Wage Program, State of Maryland. Other Participating Public Agencies may have differing requirements that they may choose to establish with the Awarded Offeror.

44.0 CONFLICT OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

45.0 LABOR AND RATES OF PAY

- 45.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 45.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

46.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following an award of the service by a procurement officer familiar with the rationale for the selection decision.

47.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

48.0 IT ACCESSIBILITY PROGRAM

- 48.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.
- 48.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical

requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.0.

49.0 FORCE MAJEURE

- 49.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 49.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

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REQUEST FOR PROPOSAL

RFP # 23-JH-022

Job Order Contracting Services in the State of Maryland and Washington DC

1. PURPOSE

The purpose of this RFP is to establish a group of Job Order Contracting Contracts for Harford County Schools and OMNIA Partners' Participating Public Agencies allowing their Participating Public Agencies allowing access to complete construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure buildings, structures, or other real property at competitively solicited prices. Awarded Contractors will perform an ongoing series of individual projects for Participating Public Agencies at different locations primarily within a designated Geographic Region.

2. BACKGROUND

Harford County is located along the I-95 corridor, between the Baltimore and Wilmington/Philadelphia metropolitan centers. Harford County Public Schools (HCPS), with approximately 37,500 students, has the eighth (8th) largest student enrollment of the twenty-four (24) public school systems in Maryland. Approximately 5,360 people are employed by the school system to provide the necessary educational programs and supporting services for the students. This level of staffing makes HCPS the second (2nd) largest employer in the County. There are currently fifty-four (54) schools in the system; thirty-three (33) Elementary, nine (9) Middle, nine (9) comprehensive High, one (1) Technical High, one (1) special needs school for students with severe physical and mental disabilities, one (1) alternative education program, and a 400-acre Environmental Education Center, used for retreats, residential environmental learning programs and other special learning exploration activities. In addition, the school system operates out of three (3) administrative buildings which houses central office departments responsible for delivering support to schools.

Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Section 3 Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools, Maryland is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Section 3 Attachment A, or as otherwise agreed to. Section 3 Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to

directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a statewide demand for services and to fulfill obligations as a statewide Supplier and respond to the OMNIA Partners documents (Section 3 Exhibit A).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Job Order Contracting Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$250M. This projection is based on the current annual volumes among the Harford County Public Schools, Maryland, and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

By submitting a proposal, Suppliers understand and agree to participate in the OMNIA Partners program. Suppliers are to provide a response to the OMNIA Partners program. More information about OMNIA Partners is included in (Section 3 Exhibit A). The questions in Section 3, Exhibit A are for informational purposes. Responses to the questionnaires, located in Section 2 Submittal Requirements and Forms, should highlight experience, demonstrate a strong presence in the market, describe how Supplier will educate its sales force and staff about the Master Agreement, describe how products and services will be distributed to Participating Public Agencies, include a plan for marketing the products and services across the state of Maryland and Washington DC, and describe how volume will be tracked and reported to Gordian.

3. SCOPE OF SERVICES

3.1 HCPS requests written proposals from Contractors to provide construction services for the HCPS Job Order Contracting Program and the HCPS Cooperative Purchasing Job Order Contracting Program made available through OMNIA Partners. Proposals may be submitted for the following categories: General Construction, MEP, and Civil/Site Construction. Multiple awards may be made per category. ****Offerors may submit proposals for all categories or individual categories listed in this RFP.**

3.2 General Construction Category:

The scope of work for the General Construction category may include the evaluation, design, and renovation of existing facilities or the construction of minor new additions to existing facilities. The work may include the remodel of individual classrooms, offices, restrooms for ADA compliance, storage and common areas, administrative offices, clinical and lab areas, athletic areas, and similar sites or facilities involving one or multiple construction trades. New construction may include additions, such as classrooms, administrative, athletic, storage, land development, etc. that involves and requires multiple construction trades such as demolition, mechanical, plumbing, electrical, carpentry, flooring, painting as well as utilities, masonry, and site work. Offerors are encouraged to respond for all or specific individual trades within the umbrella of the General Construction category. HCPS intends on acquiring multiple service providers in the various subcategories under the General Construction category as detailed below:

- 3.2.1 General Construction
- 3.2.2 Mitigation / Demolition Contractors
- 3.2.3 Flooring Contractors
- 3.2.4 Painting Contractors
- 3.2.5 Gymnasium Equipment Contractors

3.3 Mechanical, Electrical, Plumbing Category (MEP):

The scope of work for the MEP contract may include the inspection and evaluation, assessing, of existing plumbing, mechanical, and electrical systems, such as: low voltage, lighting, fire suppression, water supply, HVAC distribution and return, sewer infrastructure, natural and liquid propane gas distribution systems, and related equipment. The scope of work may include work on existing systems or the demolition of existing systems and installation of new systems. The work may also include services relating to installing, maintaining, and repairing the specified systems as well as conducting preventive maintenance programs to maintain their mechanical, electrical, and plumbing systems in good working order. Offerors are encouraged to respond for all or specific individual

trades within the umbrella of the MEP category. HCPS intends on acquiring multiple service providers in the various subcategories under the MEP category as detailed below:

- 3.3.1 Mechanical Contractors
- 3.3.2 Electrical Contractors
- 3.3.3 Plumbing Contractors

3.4 Civil/Site Construction Category

The scope of work for the Civil/Site contract may include the inspection and evaluation, assessing, of existing facilities and job sites. The scope of work may include work on existing facilities and new projects and site locations. Offerors are encouraged to respond to for all specific categories within the umbrella of the Civil/Site Construction. HCPS intends on acquiring multiple service providers in the various subcategories under the Civil/Site Construction category as detailed below:

- 3.4.1 Asphalt/Paving Contractors
- 3.4.2 Concrete Contractors
- 3.4.3 Earthwork Contractors
- 3.4.4 Landscaping/Irrigation Contractors
- 3.4.5 Water Sewer Underground Infrastructure

4. JOB ORDER CONTRACTING OVERVIEW

- 4.1 JOC is a competitively solicited indefinite quantity construction contract awarded to offerors to accomplish construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure, buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the contract term is two (2) years with two (2) bilateral two (2) year options for a total of six (6) years. The RFP Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices for the direct cost of construction. Once contracts are awarded, Participating Public Agencies will order Work from the CTC by issuing a Purchase Order against the contract.
- 4.2 Harford County Schools is using Gordian's and OMNIA Partners Job Order Contracting Services to implement this program. The system includes Gordian's proprietary eziQC, eGordian, and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Cost Proposals, subcontractor lists, and other requirements specified by HCPS and OMNIA Partners Participating Public Agencies. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for PCS and Participating Public Agencies are strictly prohibited unless otherwise stated in writing by Gordian.
- 4.3 Offerors will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Offeror's Adjustment Factors will be incorporated into the awarded contract.
- 4.4 Under JOC, the Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the Work.

5. PROJECT DELIVERY ORDER PROCEDURES

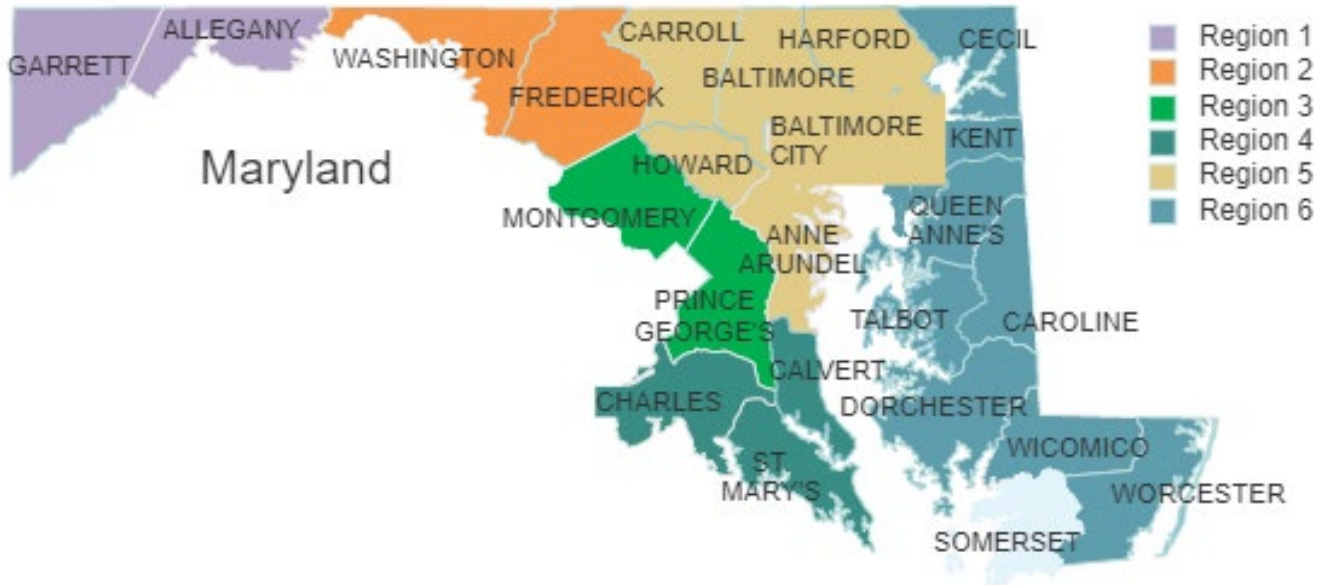
- 5.1 As Projects are identified, the Contractor will jointly scope the Work with the Participating Public Agency. The agency will prepare a Detailed Scope of Work and issue a Request for Proposals to the Contractor. The Contractor will then prepare a Proposal Package for the Project including a Cost

Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the agency will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

- 5.2 The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Cost Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Cost Proposal review, and if the Cost Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.
- 5.3 The Contractor must, within two (2) business days of receipt of a Purchase Order from a Participating Public Agency, provide notification to Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- 5.4 The Contractor must, within two (2) business days of sending an Invoice to a Participating Public Agency, provide notification to Gordian each Invoice by forwarding a copy of the Invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

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6. MAP OF GEOGRAPHICAL REGIONS



6.1 MARYLAND COUNTY LISTINGS BY GEOGRAPHICAL REGION

Region 1

Allegany	Garrett		
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Region 2

Frederick	Washington		
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Region 3

Montgomery	Prince George's		
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Region 4

Calvert	Charles	St. Mary's	Carroll
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Region 5

Anne Arundel	Baltimore	Caroline	Harford
Howard	Baltimore City		

Region 6

Cecil	Dorchester	Kent	Queen Anne's
Somerset	Talbot	Wicomico	Worcester

6.2 DISTRICT OF COLUMBIA

7. AWARD PROCESS

- 7.1 Award or rejection of proposals: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible offeror(s) based on a 2-part submission that includes a Technical Proposal and Cost Proposal. Scoring for the Cost Proposal will be based on a Combined Adjustment Factor as shown on the Proposal, subject to, Article 8 Proposal Pricing: CTC & Adjustment Factors, below. Proposals that are materially non-responsive will be rejected and HCPS will provide notice of rejection to the Offeror.
- 7.2 Technical Proposal will be based on questions pertaining to offerors' capabilities, qualifications, and experience, see Section Two Submittal Requirements and Forms. Information gathered from Section Two Submittal Requirements and Forms will be used to determine the responsibility of the offeror to perform the contract. Offerors should take great care in answering these questions as they will become part of the complete submitted proposal.

8. PROPOSAL PRICING: CONSTRUCTION COST CATALOG (CTC) AND ADJUSTMENT FACTORS

8.1 **Construction Task Catalog (CTC):** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Multiple CTC's and Technical Specifications have been created for regions as identified above in Article 6: Map of Geographical Regions.

8.1.1 Links to the Harford County Public Schools OMNIA Partners Maryland CTC and Technical Specifications can be found below:

8.1.1.1 **Regions 1,2:** <https://fortive.box.com/s/tkrc0hfo2yrco4boen6afobcfb8idq7d>

8.1.1.2 **Regions 3,4,5,6:** <https://fortive.box.com/s/5wohga268dja17bqn8euo1s0x0f3548w>

8.1.1.3 **Technical Specifications:** <https://fortive.box.com/s/ltquqdz45zsjzx3nn06g2tk0drjplzbi>

8.1.2 Link to Harford County Public Schools OMNIA Partners Washington DC CTC and Technical Specifications can be found below:

8.1.2.1 **Washington DC CTC:** <https://fortive.box.com/s/tpbz5q7cd36q4cnv7d71xlr6sht24gyd>

8.1.2.2 **Washington DC Technical Specifications:**
<https://fortive.box.com/s/rddmbufe42imhmefe8yzmmvjo6cz8rep>

- 8.2 Each offeror must submit Five (5) Adjustment Factors to be applied to every task in the CTC. The proposal shall be an adjustment “decrease from” (e.g. 0.9800) or “increase to” (e.g. 1.1000) the Unit Prices listed in the CTC.
- 8.3 The offeror’s Adjustment Factors shall include all of the offeror’s direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- 8.4 The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
- 8.5 The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
- 8.6 The third Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
- 8.7 The fourth Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
- 8.8 The fifth Adjustment Factor is for work tasks not identified in the Construction Task Catalog. IDIQ includes a provision for establishing of prices for Work requirements which are within the general scope of IDIQ but were not included in the CTC at the time of Contract award, Section Three, Article 3 Procedure for Ordering Work - Non-Pre Tasks. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The offerors will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.
- 8.9 Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0
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Or

0	.	9	8	0	0
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Note: The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

For proposal evaluation purposes only, the following weighting of the Adjustment factors will be used to determine the Combined Adjustment Factor:

HCPS/OMNIA Partners Adjustment Factors		
1	Normal Working Hours Prevailing Wage	30%
2	Other than Normal Working Hours Prevailing Wage	10%
4	Normal Working Hours Non-Prevailing Wage	40%
5	Other than Normal Working Hours Non-Prevailing Wage	10%
3	Non-Pre-priced Adjustment Factor:	10%

8.10 Other Pricing Factors

8.10.1 Special Offers/Promotion

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

9. FEES

9.1 **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

9.2 The Administrative Fee will be remitted by the Contractor to the designated Gordian contract administrator, within thirty (30) days of the submission of an invoice to a Participating Public Agency by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.

9.3 HCPS and OMNIA Partners designates Gordian as its contract administrator per. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc.
 PO Box 74008498
 Chicago, IL 60674-8498

9.4 HCPS, OMNIA Partners or Gordian may request records from the Contractor for all purchases through this Contract and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, HCPS, OMNIA Partners or Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of PCS, OMNIA Partners or Gordian, reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

9.5 HCPS, OMNIA Partners and Contractor hereby acknowledge Gordian, as the designated contract administrator. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party will be entitled to an award of reasonable attorneys’ fees and collection costs.

10. UNBALANCING OF PROPOSALS

A Proposal may be removed from consideration if it is determined that the offeror has mathematically unbalanced their Proposal to gain a competitive advantage. The Proposal will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of their anticipated profit, overhead cost, and other indirect costs that the offeror anticipates for the performance of the work as determined by PCS and OMNIA Partners Proposal Review Team.

11. COMPETITIVE RANGE

If a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Proposal Review Team may establish a Competitive Range for the solicitation. If it is determined that a Offeror's Combined Adjustment Factor is too far outside the Competitive Range, then the offeror can be removed from consideration. The offeror shall be notified that they were determined to be outside the Competitive Range after award of the contracts.

12. SCHEDULE OF ACTIVITIES

See Attachment A for details.

13. OFFEROR REQUIREMENTS

- 13.1 Offerors must be able to provide the products and services requested in this proposal.
- 13.2 All Offerors must be considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any Offeror not considered in "Good Standing" may be deemed non-responsible.
- 13.3 All Offerors must not have any "Exclusions" (Offeror cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If an Offeror's name does not appear after searching, the Offeror does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the Offeror may be deemed non-responsible.
- 13.4 Offeror shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the Offeror or investigation of such Offeror fails to satisfy HCPS that such Offeror is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

14. SPECIAL CONDITIONS

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The products and services requested are pending allocation of funds from USDE and MSDE and approval of award by the Board of Education of Harford County. HCPS reserves the right to order products and services as may be required during the Contract period and reserves the right not to authorize/order any products or services.

15. AWARD

- 15.1 The Contract will be awarded to the firm complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract.

- 15.2 HCPS reserves the right to make multiple awards, if it is its best interest to do so.
- 15.3 HCPS may reject any offer which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 15.4 Harford County Public Schools reserves the right to accept or reject any or all offers and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.
- 15.5 Conditional offerors will not be accepted and may be deemed non-responsive.
- 15.6 HCPS reserves the right to reject any offeror if the evidence submitted by an offeror, or from the investigation of such bidder, fails to satisfy HCPS that such offeror is qualified to perform the obligations of the contract.

16. CONTRACT TERM

- 16.1 The initial term of this contract shall be for two (2) years and shall begin on or about July 1, 2023 and end on June 30, 2025.
- 16.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, two (2) year periods.
- 16.3 The anticipated full term of the contract is six (6) years. The awarded Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

17. RFP CLOSING DATE

Proposals must be received electronically via e-mail, bids@hcps.org, no later than **12:00 p.m., Eastern Time, on March 24, 2023**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

18. DELIVERY OF PROPOSALS

Proposals must be received electronically via e-mail, bids@hcps.org. In the Subject line of the e-mail state the following: **RFP #23-JH-022 Job Order Contracting Services in the State of Maryland and Washington DC, ATTN: Jennifer Horner**.

19. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held online via ZOOM for this solicitation on **February 23, 2023 at 10:00 AM Eastern Time**, Please click the link below to register for the pre-proposal conference. <https://gordian.zoom.us/meeting/register/tZYvd-ytrDopGd3rjjJ5z30eZWNixH4c2Ndy>. **Potential Offerors are strongly encouraged to attend**. The purpose of this conference will be to clarify the contents of this Request for Proposal. Oral statement or instructions will not constitute an Addendum to this Request for Proposal; any changes to this Request for Proposal will be done in writing.

20. PROPOSAL FORMAT: TWO-PART SUBMISSION

- 20.1 Offerors shall submit their Proposal to bids@hcps.org, in PDF format in SEPARATE e-mails as the following:

- 20.1.1 **Volume I** – Technical Proposal
- 20.1.2 **Volume II** – Cost Proposal
- 20.2 Each e-mail shall, be labeled with the following:
 - 20.2.1 The Offeror's name and business address
 - 20.2.2 The due date/time for receipt of proposals
 - 20.2.3 The title of the RFP and RFP number (**#23-JH-022 - Job Order Contracting Services in the State of Maryland and Washington DC**)
 - 20.2.4 Attn: **Jennifer Horner**
- 20.3 See **Section 2: Submittal Forms and Requirements** for complete details.
- 20.4 If confidential materials are submitted, Offerors are requested to submit **one (1)** additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked “**Redacted Copy**”. It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.
- 20.5 Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

21. QUESTIONS CONCERNING RFP

Questions concerning any portion of this RFP shall be directed to Jennifer Horner at Jennifer.Horner@hcps.org. Questions should be submitted by the date and time listed page 2.

22. OFFERORS RESPONSIBILITIES

- 22.1 The Offeror understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- 22.2 The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;
- 22.3 Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the Offeror will rely. If the Offeror receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief, and;
- 22.4 The Offeror will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.

23. INSURANCE REQUIREMENTS

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance

signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. **See Attachment B for details.**

24. PRESENTATIONS BY OFFERORS

- 24.1 HCPS, at its sole discretion, may ask individual Offerors to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.
- 24.2 HCPS reserves the right to require any Offeror to demonstrate, to the satisfaction of HCPS, that the Offeror has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.
- 24.3 Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- 24.4 It is HCPS' intent to award a contract to the Offeror deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any Offeror who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers. Exclusive or concurrent negotiations may be conducted with responsible Offerors for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

25. WRITTEN EVALUATION CRITERIA

Responses will be distributed to a selection committee for review and evaluation in accordance with this section. The committee will then convene to discuss, scores will be tallied, and the committee shall make a recommendation of award.

An Evaluation Committee consisting of stakeholders throughout Harford County Public Schools will evaluate and rank proposals received in response to the Request for Proposals. Experiences with HCPS and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. OMNIA Partners and Gordian will be represented as a non-voting committee member. In order to comprehensively evaluate the proposals received, HCPS may seek additional information or clarification from one or more of the Offerors.

26. SCORING

- 26.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 1 is the least favorable and a score of 5 is the most favorable in all sections.
- 26.2 The Offeror's response will be scored by committee members in accordance with the following scale:
 - 0 = Unresponsive: Not responsive to the question or meet requirement.
 - 1 = Poor: Response is missing information or deficient in key areas.
 - 2 = Marginal: Responsive to the question but below acceptable standards.
 - 3 = Acceptable: Minimal acceptable response to the question.
 - 4 = Good: Above acceptable performance, effective and responsive to the question.
 - 5 = Excellent: Exceeds expectations with exceptional details.

27. SUBMITTAL REQUIREMENTS: TWO-PART SUBMISSION

When submitting a Technical Proposal, Offerors will use Section 2: Submittal Requirements and Forms, Volume 1 Technical Proposal Requirements. to coordinate the minimum information that must be provided for

proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response. The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Offeror in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualification of the Offeror and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the RFP requirements.

Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.

Each proposal must include a transmittal letter, table of contents, and the completed Technical Proposal Forms located in Section 2: Submittal Requirements and Forms, Volume 1 Technical Proposal Requirements.

27.1 Volume I: Technical Proposal Requirements

27.1.1 MANAGEMENT PLAN AND TECHNICAL ORGANIZATIONAL CAPABILITIES - WEIGHTED VALUE 25 POINTS:

(These Criteria will be used to evaluate the proposed management plan to perform the work required by this Contract and the Contractor's organizational capability including company history, client satisfaction, safety, compliance with local laws and regulations.)

27.1.2 KEY PERSONNEL ASSIGNED TO THE CONTRACT – WEIGHTED VALUE 20 POINTS:

(These criteria will be used to evaluate the experience of the proposed Key Personnel on projects of a similar scope and nature concerning type of work that may be procured under this Contract.)

27.1.3 COMPARABLE CONSTRUCTION AND PAST INDEFINITE QUANTITY CONTRACT EXPERIENCE – WEIGHTED VALUE 25 POINTS:

(These criteria will be used to evaluate experience of the contractor on projects of a similar scope and nature concerning the Contract they are proposing, the criteria will also be used to evaluate previous experience Indefinite Quantity Contract experience such as, but not limited to, IDIQ, IQC, JOC, WOC, DOC, SABER.)

27.1.4 ADDITIONAL REQUIRED PROPOSAL FORMS – NO WEIGHTED VALUE (Non-Scored)

27.2 Volume II: Cost Proposal

27.2.1 Offeror shall provide all price information as requested in Section 2: Submittal Requirements and Forms, Volume 2 Cost Proposal and submit it under a second e-mail with the subject line labeled as the **Cost Proposal**.

27.2.2 **COST PROPOSAL PRICING – WEIGHTED VALUE 30 POINTS:** *(Offerors must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing.)*

Evaluation Criteria Matrix	Maximum Possible Points
Technical Proposal:	
Management Plan And Technical Organizational Capabilities	25
Key Personnel Assigned To The Contract	20
Comparable And Past IDIQ Construction Experience	25
Cost Proposal Pricing	30
Combined Total	100

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ATTACHMENT A

PROPOSED RFP DATE OF EVENTS

Date	Description
February 13, 2023	RFP Project Posted to HCPS Website and eMaryland Marketplace
February 23, 2023 10:00 AM EST	Pre-Proposal Meeting Non-Mandatory but Strongly Encouraged at 10:00 AM Eastern Time https://gordian.zoom.us/meeting/register/tZYvd-ytrDopGd3rjjJ5z30eZWNlxH4c2Ndy
March 8, 2023	Question Deadline - due before 4:00 PM (Eastern Time)
March 16, 2023	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace.
March 24, 2023	Submittals Due before 12:00 PM (Eastern Time) E-Mail to: bids@hcps.org Subject: RFP 23-JH-022 Job Order Contracting Services in the State of Maryland and Washington DC
April 26, 2023	Committee to Evaluate Submittals
May 1 – 3, 2023	Presentations (if applicable)
May 4, 2023	Selection Committee Recommendation
May 22, 2023	Board Approval of Contract
July 1, 2023	Tentative Contract Start Date

Note: The above dates are proposed and subject to change.

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ATTACHMENT B

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

INSURANCE REQUIREMENTS Construction General

1. **General Insurance Requirements**

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor's Liability Insurance**

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of **\$1,000,000** per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000	Per occurrence;
\$5,000,000	Aggregate for other than products/completed operations and auto liability; and
\$5,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

- 2.1.5 Contractors pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean -up costs on and off the Project site, with minimum limits of:

\$ 1,000,000 Each Pollution Incident; and
\$ 2,000,000 Annual Aggregate.

- 2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

_____ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the above wording is required.

- 2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)
- 2.1.8 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:
- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date 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. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

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ATTACHMENT C

Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

ATTACHMENT D

Federal Grant Funding Addendum

For more information on Federal Grant Funding for ESSER and GEER, please click on the following link: https://www.hcps.org/departments/docs/BusinessServices/Purchasing/FAQs_ESSER_GEER.pdf for Frequently Asked Questions on Elementary and Secondary School Emergency Relief (ESSER) Programs Governor's Emergency Education Relief (GEER) Programs (U.S. Department of Education Washington, D.C. 20202, May 2021).

For more information on Federal Grant Funding for HEERF, please click on the following link: <https://www2.ed.gov/about/offices/list/ope/arpfaq.pdf> for Higher Education Emergency Relief (HEERF) Fund III Frequently Asked Questions (American Rescue Plan Act of 2021 Published May 11, 2021, updated May 24, 2021).

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102 S. Hickory Avenue
Bel Air, Maryland 21014

Purchasing Department
410-809-6044

RFP # 23-JH-022

SECTION 2 SUBMITTAL REQUIREMENTS AND FORMS

Job Order Contracting Services in the State of Maryland and Washington DC

Proposals Due: March 24, 2023, before 12:00 PM Eastern Time

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

Volume 1 Technical Proposal Requirements

1. **MANAGEMENT PLAN AND TECHNICAL ORGANIZATIONAL CAPABILITIES - WEIGHTED VALUE 25 POINTS:**
(These Criteria will be used to evaluate the proposed management plan to perform the work required by this Contract and the Contractor's organizational capability including company history, client satisfaction, safety, compliance with local laws and regulations.)

- Technical Proposal Form 1: Management Plan and Company Profile Questionnaire**
- Technical Proposal Form 2: Key Personnel**
- Technical Proposal Form 3: Bonding Capacity Statement**
- Technical Proposal Form 4: Insurance Requirements for Facilities Services** *(Must provide a certificate of Insurance that meets required criteria)*
- Technical Proposal Form 5: Required License and Certifications**

2. **KEY PERSONNEL ASSIGNED TO THE CONTRACT – WEIGHTED VALUE 20 POINTS:** *(These criteria will be used to evaluate the experience of the proposed Key Personnel on projects of a similar scope and nature concerning type of work that may be procured under this Contract.)*

- Technical Proposal Form 6: Key Personnel Project Manager** *(Also attach resume)*
- Technical Proposal Form 7: Key Personnel Lead Superintendent** *(Also attach resume)*
- Technical Proposal Form 8: Key Personnel Safety Manager** *(Also attach resume)*

3. **COMPARABLE CONSTRUCTION and PAST INDEFINITE QUANTITY CONTRACT EXPERIENCE – WEIGHTED VALUE 25 POINTS:** *(These criteria will be used to evaluate experience of the contractor on Comparable Constructions projects of a similar scope and nature concerning to the Contract they are proposing IDIQ Projects will be used to evaluate previous experience Indefinite Quantity Contract experience such as, but not limited to, IDIQ, IQC, JOC, WOC, DOC, SABER.)*

- Technical Proposal Form 9: Comparable Construction Experience General Construction Projects:** *(Provide a maximum of five (5) previously completed projects whose scope of work is General Construction, Mechanical Electrical and Plumbing, and/or Civil/Site Construction preferably for public and educational agencies. Complete a separate Proposal Form 9 for each comparable project. Include additional information as you deem necessary.)*
- Technical Proposal Form 10: Comparable IDIQ Experience**

4. ADDITIONAL REQUIRED PROPOSAL FORMS – NO WEIGHTED VALUE 0 POINTS

- Technical Proposal Form 11: Diversity Vendor Certification Participation**
- Technical Proposal Form 12: Agreement to Work in all Areas of the State**
- Technical Proposal Form 13: Debarment Certification**
- Technical Proposal Form 14: Conflict of Interest Form**
- Technical Proposal Form 15: Employment of Sex Offenders and Other Criminal Offenders Affidavit**
- Technical Proposal Form 16: Anti-Bribery Affidavit**
- Technical Proposal Form 17 Value Add Questionnaire**
- Technical Proposal Form 18: Federal Funds Certification Form**
- Technical Proposal Form 19: FEMA Special Conditions**
- Technical Proposal Form 20: Contract**
- Technical Proposal Form 21: Signature Sheet/Acknowledgement of Addenda**

Volume 2 Cost Proposal

PROPOSAL PRICING: Proposers must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing. **WEIGHTED VALUE 30 POINTS**

- Cost Proposal Form 1: The Adjustment Factors Maryland Region #1**
- Cost Proposal Form 2: Calculation of the Combined Adjustment Factor Maryland Region #1**
- Cost Proposal Form 3: The Adjustment Factors Maryland Region #2**
- Cost Proposal Form 4: Calculation of the Combined Adjustment Factor Maryland Region #2**
- Cost Proposal Form 5: The Adjustment Factors Maryland Region #3**
- Cost Proposal Form 6: Calculation of the Combined Adjustment Factor Maryland Region #3**
- Cost Proposal Form 7: The Adjustment Factors Maryland Region #4**
- Cost Proposal Form 8: Calculation of the Combined Adjustment Factor Maryland Region #4**
- Cost Proposal Form 9: The Adjustment Factors Maryland Region #5**

- Cost Proposal Form 10: Calculation of the Combined Adjustment Factor Maryland Region #5**
- Cost Proposal Form 11: The Adjustment Factors Maryland Region #6**
- Cost Proposal Form 12: Calculation of the Combined Adjustment Factor Maryland Region #6**
- Cost Proposal Form 13: The Adjustment Factors Washington DC**
- Cost Proposal Form 14: Calculation of the Combined Adjustment Factor Washington DC**

TECHNICAL PROPOSAL FORM 1: MANAGEMENT PLAN AND COMPANY PROFILE QUESTIONNAIRE

- 1. What is your company's official registered name?**

- 2. What is/are your corporate office location(s)?**

- 3. Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.**

- 4. Who is your competition in the marketplace?**

- 5. What is the total number and location of employees, and if applicable, salespersons, employed?**

- 6. What is the number and location of support centers, if applicable, and location of corporate office?**

- 7. What was your annual construction volume over last three (3) fiscal years?**

- 8. Submit FEIN and Dunn & Bradstreet report.**

9. **What are your overall public sector sales, excluding Federal Government, for last three (3) years?**
10. **What is your strategy to increase market share in the public sector?**
11. **What differentiates your company from competitors in the public sector?**
12. **Describe any green or environmental initiatives or policies.**
13. **Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**
 Yes
 No
- a. **If the answer is yes, do you plan to offer your program or partnership through this contract opportunity?**
 Yes
 No
14. **Provide a copy of any diversity certifications indicated above.**
15. **List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**
16. **Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

- 17. Felony Conviction Notice: Indicate if the supplier**
 - a. is a publicly held corporation and this reporting requirement is not applicable;**
 - b. is not owned or operated by anyone who has been convicted of a felony; or**
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

- 18. Describe any debarment or suspension actions taken against supplier**

- 19. Provide your safety record, safety rating, EMR and worker's compensation rate where available.**

- 20. Provide any additional necessary details as it relates to standard ordering methods and payment terms.**

- 21. Provide your company's subcontracting plan, as described in the scope herein.**

- 22. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.**

- 23. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer is or was party? If no then include an explanation.**

- 24. Has your firm during the past five (5) years been free of determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity? If no then include an explanation.**

TECHNICAL PROPOSAL FORM 2: KEY PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If not applicable, write 'Not Applicable'

Executive Contact

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Sales Support

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

(The rest of this page is intentionally left blank)

TECHNICAL PROPOSAL FORM 3: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)

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TECHNICAL PROPOSAL FORM 4: INSURANCE REQUIREMENTS

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

INSURANCE REQUIREMENTS

Construction - General

The following insurance requirements apply to Harford County Public Schools. Participating Public Agencies may have differing requirements.

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. Vendor's Liability Insurance

- 2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
 - 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;

- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of **\$1,000,000** per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

- \$100,000 Each accident for bodily injury by accident;
- \$100,000 Each employee for bodily injury by disease; and
- \$500,000 Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$5,000,000 Per occurrence;
- \$5,000,000 Aggregate for other than products/completed operations and auto liability; and
- \$5,000,000 Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 Contractors pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean -up costs on and off the Project site, with minimum limits of:

- \$ 1,000,000 Each Pollution Incident; and
- \$ 2,000,000 Annual Aggregate.

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor’s commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this

Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

_(Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the above wording is required.

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

2.1.8 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:

- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by

- the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date 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. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

PROPOSAL FORM 5: REQUIRED LICENSE AND CERTIFICATIONS

(Provide copies of all licenses and certifications that are required to be held by your organization)

(The rest of this page is intentionally left blank)

TECHNICAL PROPOSAL FORM 6: Key Personnel Project Manager

Name: _____

Name: _____

Title: _____

of Years with the Firm: _____

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: _____

Check All Relevant Experience:

Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

RFP 23-JH-022
Job Order Contracting Services in the State of Maryland and Washington DC

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

TECHNICAL PROPOSAL FORM 7: Key Personnel Lead Superintendent

Name: _____

Name: _____

Title: _____

of Years with the Firm: _____

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: _____

Check All Relevant Experience:

Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

RFP 23-JH-022
Job Order Contracting Services in the State of Maryland and Washington DC

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

TECHNICAL PROPOSAL FORM 8: Key Personnel Safety Manager

Name: _____

Name: _____

Title: _____

of Years with the Firm: _____

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: _____

Check All Relevant Experience:

Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

TECHNICAL PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

Proponent's Name: _____

Agency / Client Name: _____

Project Name: _____

Project Number: _____ **Project Value:** _____

Company Role: Sub-Contractor Prime JV Contractor

Agency: Public Private

Location: On a HCPS Campus Within State of Maryland

Estimated Self Performance (%): _____

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

Briefly describe the project: Attached additional page, if necessary.

TECHNICAL PROPOSAL FORM 10: COMPARABLE IDIQ EXPERIENCE

General

1. Agency Name: _____
2. Contract Number: _____

Reference Information

3. Reference Name, Position: _____
4. Address: _____

5. City, State, Zip Code: _____
6. Phone Number: _____
7. Email Address: _____

Contract Time:

8. Total Duration of Contract:* _____
9. Award Date: _____
10. Expiration/Termination Date(or still active): _____

Contract Amounts:

11. Total Maximum Amount of Contract (all options):** _____
12. Total Amount of Work Issued (\$): _____
13. Total Number of Job Orders Issued (#): _____

Key Personnel

14. Name and Position: _____
15. Name and Position: _____
16. Name and Position: _____
17. Name and Position: _____
18. Yes or No, did any of the key personnel proposed for this contract work on the contract referenced? _____
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

TECHNICAL PROPOSAL FORM 11: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Participating Public Agencies to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____
- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

TECHNICAL PROPOSAL FORM 12: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain Participating Public Agency that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Participating Public Agency. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

No We will NOT consider working outside of the Geographic Region.

Signature

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: _____

City/State/Zip: _____

Telephone No.: _____

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

TECHNICAL PROPOSAL FORM 13: DEBARMENT CERTIFICATION

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

TECHNICAL PROPOSAL FORM 14: CONFLICT OF INTEREST

CONTRACTOR PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE TEMPLATE (JUL 2017)

Offerors/Contractors:

- ***Use of this actual template is not required. This template is provided as a sample for the kind of information HCPS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.***
- ***Personal Conflict of Interest Financial Disclosure information shall NOT BE submitted to HCPS. However, such information shall be collected and analyzed for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).***
- ***Compliance Officer Analysis. Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.***

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the “Reporting Employee Information” below that will identify you as the reporter. None of the below information will be submitted to the government; it is for internal collection and analysis only. However, if you have concerns regarding personal information requested in this Form, please consult with your company’s Compliance Officer.
- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- General Statements (Below Reporting Employee Information): If you selected “Yes” for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- Sign and date the disclosure of information. This disclosure information and signature page will remain with the contract file.
- Submit completed documents to the appropriate Purchasing Agent.

REPORTING EMPLOYEE INFORMATION

Company			
Business/Unit and Address Updated __	Employee Identification Reporting Status Initial __ Annual __ Updated __		
General Statements (Reporting Employee - For each statement below, check "Yes" or "No." For more detail or further instructions, see the following sections I thru IV below.)		Yes	No
I. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.			
II. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.			
III. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.			
IV. I have reportable gifts and/or travel reimbursements for myself.			

IMPORTANT DEFINITIONS

Dependent – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer’s house, or considered dependent under the U.S. tax code.		
Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.		
Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.		
Reportable Asset #	Description of Asset	\$ Amount
1		
2		
3		
4		

LIABILITIES

REPORTABLE LIABILITIES	
Name of creditor <i>(include City and State where creditor is located)</i>	Type of liability
1	
2	
3	

ADDITIONAL POSITIONS

Report for Yourself:	Do Not Report:
REPORTABLE POSITIONS	
Organization <i>(Include city and state where organization is located)</i>	Position
1	
2	
3	
4	

GIFTS AND/OR TRAVEL REIMBURSEMENTS

REPORTABLE INFORMATION	
Source	Description
1	
2	
3	

**PERSONAL CONFLICTS OF INTEREST
 FINANCIAL DISCLOSURE
 EMPLOYEES SIGNATURE PAGE**

CERTIFICATION OF REPORTING EMPLOYEE:	
I, _____ <i>(Print Name)</i> , certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature	Date <i>(mm/dd/yy)</i>

TECHNICAL PROPOSAL FORM 15: EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
 - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - a. Effective July 1, 2019
 - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

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

Date: _____

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

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

TECHNICAL PROPOSAL FORM 16: ANTI-BRIBERY AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent
Maryland 21014

102 S. Hickory Ave, Bel Air,

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit 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 directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

TECHNICAL PROPOSAL FORM 17: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Hartford County Public Schools (HCPS) and OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Participating Public Agencies. Proposer agrees to actively market in cooperation with HCPS and OMNIA Partners all available services to current and potential Participating Public Agencies.

1. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. If certifications and other documentation were already previously provided in above sections, there is no need to duplicate.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

2. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of Supplier's employees (and if applicable sales force) with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
3. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies immediately upon award, that could include, but is not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with OMNIA Partners at regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - g. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
4. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
 5. Acknowledge Supplier agrees to provide its logo(s) to HCPS and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
 6. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - a. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive
 7. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

- d. Knowledge of benefits of the use of cooperative contracts
8. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
 - a. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
 9. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
 10. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
 11. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
 12. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - a. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - e. Detail Supplier's strategies under these options when responding to a solicitation.
 13. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as

manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

14. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.
15. If applicable, provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, total annual spend.

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TECHNICAL PROPOSAL FORM 18: FEDERAL FUNDS CERTIFICATION FORM

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a;

or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a

non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry

out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized
Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

RFP 23-JH-022
Job Order Contracting Services in the State of Maryland and Washington DC

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized
Representative:

Email Address:

Signature of Authorized Representative: _____

Date: _____

TECHNICAL PROPOSAL FORM 19: FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials

installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive

Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided

by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indiantribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or proposal for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

Contractors who apply or proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification

and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or

recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized

Representative: _____

Email Address:

Signature of Authorized Representative: _____

Date: _____

TECHNICAL PROPOSAL FORM 20: CONTRACT

RFP #23-JH-022 Job Order Contracting Services in the State of Maryland and Washington DC

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Cost Proposal.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2023 and end June 30, 2025. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, for the _____, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the RFP Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #23-JH-022**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this RFP is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making an RFP for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the RFP be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County

Board of Education of Harford County Witness

Sean W. Bulson, Ed.D., Superintendent of Schools

Date

Board of Education of Harford County – Board President

Seal in Signature

Company Name

Authorized Contractor Signature

Street Address

Contractor Witness

City, State, Zip

TECHNICAL PROPOSAL FORM 21: SIGNATURE SHEET / ACKNOWLEDGEMENT OF ADDENDA

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

_____ Company	_____ Authorized Representative (print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title (print)
_____ Name of Firm's Contract Administrator	_____ Phone Number of Authorized Representative
_____ Phone Number of Firm's Contract Administrator	_____ E-mail Address of Authorized Representative
_____ E-mail Address of Firm's Contract Administrator	_____ Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PROPOSAL PRICING INSTRUCTIONS: Proposers must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing. Please refer to Section 1 Request for Proposal.

On COST PROPOSAL FORM - THE ADJUSTMENT FACTORS: Select the appropriate Category:

If you are proposing on all three (3) categories with the same Adjustments Factors for a given Region than select all the Categories.

General Construction **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

If the Proposer only wants to propose on one Category with a separate Adjustment Factor for a given Region than select the appropriate category. IE: You only want to select Mechanical, Electrical, Plumbing, You may provide separate Cost Proposal Forms for a given area with different Adjustment Factors.

General Construction **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

Links to the Harford County Public Schools OMNIA Partners Maryland CTC and Technical Specifications can be found below:

CTC Regions 1,2: <https://fortive.box.com/s/tkrc0hfo2yrco4boen6afobcfb8idq7d>

CTC Regions 3,4,5,6: <https://fortive.box.com/s/5wohga268dja17bqn8euo1s0x0f3548w>

Technical Specifications: <https://fortive.box.com/s/ltquqdz45zsjzx3nn06g2tk0drjplzbi>

Link to Harford County Public Schools OMNIA Partners Washington DC CTC and Technical Specifications can be found below:

Washington DC CTC: <https://fortive.box.com/s/tpbz5q7cd36q4cnv7d71xlr6sht24gyd>

Washington DC Technical Specifications: <https://fortive.box.com/s/rddmbufe42imhmefe8yzmmvjo6cz8rep>

COST PROPOSAL FORM 1: THE ADJUSTMENT FACTORS MARYLAND REGION 1

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 1

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

	.				
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(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

	.				
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(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

	.				
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(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

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(Specify to four decimal places)

5. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

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6. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 1

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 1

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 3: THE ADJUSTMENT FACTORS MARYLAND REGION 2

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

7. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

7.A Adjustment Factor With Administrative Fees:

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(Specify to four decimal places)

8. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

8.A Adjustment Factor With Administrative Fees:

	.				
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(Specify to four decimal places)

9. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

9.A Adjustment Factor With Administrative Fees:

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(Specify to four decimal places)

10. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

10.A Adjustment Factor With Administrative Fees:

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(Specify to four decimal places)

11. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

11.A Adjustment Factor With Administrative Fees:

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12. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 4: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 2

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 2

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 5: THE ADJUSTMENT FACTORS MARYLAND REGION 3

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 3

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

13. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

13.A Adjustment Factor With
Administrative Fees:

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(Specify to four decimal places)

14. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

14.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

15. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

15.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

16. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

16.A Adjustment Factor With Administrative Fees:

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(Specify to four decimal places)

17. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

17.A Adjustment Factor With Administrative Fees:

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18. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 6: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 3

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 3

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 7: THE ADJUSTMENT FACTORS MARYLAND REGION 4

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 4

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

19. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

19.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

20. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

20.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

21. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

21.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

22. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

22.A Adjustment Factor With Administrative Fees:

	.				
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(Specify to four decimal places)

23. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

23.A Adjustment Factor With Administrative Fees:

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24. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 8: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 4

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 4

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 9: THE ADJUSTMENT FACTORS MARYLAND REGION 5

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 5

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

25. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

25.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

26. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

26.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

27. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

27.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

28. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

28.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

29. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

29.A Adjustment Factor With
Administrative Fees:

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30. Combined Adjustment Factor: (From Line 11
Proposal Form 2)

	.				
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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

(The rest of this page is intentionally left blank)

COST PROPOSAL FORM 10: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 5

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 5

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 11: THE ADJUSTMENT FACTORS MARYLAND REGION 6

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 6

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

31. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

31.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

32. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

32.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

33. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

33.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

34. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

34.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

35. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

35.A Adjustment Factor With
Administrative Fees:

	.				
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36. Combined Adjustment Factor: (From Line 11
Proposal Form 2)

	.				
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(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

(The rest of this page is intentionally left blank)

COST PROPOSAL FORM 12: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR MARYLAND REGION 6

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Region 6

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 13: THE ADJUSTMENT FACTORS WASHINGTON DC

CONTRACT CATEGORY:

- General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Washington DC

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

37. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

37.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

38. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

38.A Adjustment Factor With
Administrative Fees:

	.				
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(Specify to four decimal places)

39. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

39.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

40. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

40.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

41. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

41.A Adjustment Factor With
Administrative Fees:

	.				
--	---	--	--	--	--

42. Combined Adjustment Factor: (From Line 11
Proposal Form 2)

	.				
--	---	--	--	--	--

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 14: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR WASHINGTON DC

CONTRACT CATEGORY:

- General Construction** **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Washington DC

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

- | | | |
|----------|---|-------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | _____ |
| Line 2. | Multiply Line 1 by .30 | _____ |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | _____ |
| Line 4. | Multiply Line 3 by .10 | _____ |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | _____ |
| Line 6. | Multiply Line 5 by .40 | _____ |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | _____ |
| Line 10. | Multiply Line 5 by .10 | _____ |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | _____ |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by HCPS that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

RFP 23-JH-022
Job Order Contracting Services in the State of Maryland and Washington DC



102 S. Hickory Avenue
Bel Air, Maryland 21014

Purchasing Department
410-809-6044

RFP # 23-JH-022

SECTION THREE - JOB ORDER CONTRACT GENERAL TERMS & CONDITIONS

FOR

Job Order Contracting Services in the State of Maryland and Washington

Proposals Due: March 24, 2023 before 12:00 pm Eastern Time

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General Terms and Conditions for JOC

Definitions

Addendum or Addenda: The additional or modified provisions of the RFP Documents issued in writing by Harford County Public Schools (HCPS) prior to the receipt of Proposals.

Contract: The written agreement, also identified as the Master Agreement, between the Contractor and HCPS identifying the Products & Services which will be made available to current and future Participating Public Agencies; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

Adjustment Factors: The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section (TBD). Adjustment Factors are expressed as an increase to or decrease from the published prices.

RFP Documents: The Request for Proposal for Job Order Contracting Services in the State of Maryland; Section One Harford County Public Schools General Terms and Conditions, Special Conditions, Scope and Project information, Instruction to Bidders and Award Process; Section Two: Bid Submission and Required Forms; Section Three: Job Order Contracting General Terms and Conditions, Requirement for Cooperative Contract; Section Four: Construction Task Catalogs; Section Five: Technical Specifications.

Construction Task Catalog (CTC): A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

Contract Documents: This Contract; the RFP Documents Section One: Harford County Public Schools General Terms and Conditions, Special Conditions, Scope and Project information, Instruction to Bidders and Award Process; Section Two: Bid Submission and Required Forms; Section Three: Job Order Contracting General Terms and Conditions, Requirement for Cooperative Contract; Section Four: Construction Task Catalogs; Section Five: Technical Specifications and Addenda thereto); all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

Supplier/Contractor: The legal entity named in the award letter with which HCPS has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

Days: Calendar days.

Detailed Scope of Work: A document prepared following a Joint Scope Meeting which describes in detail the Work the Contractor will perform for a particular Purchase Order.

Holidays: The specific days designated by HCPS, or the Project Labor Agreement as legal Holidays. HCPS designates the following days as Holidays: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Primary Election Day, General Election Day, Thanksgiving Day, Thanksgiving Friday, Christmas Even, Christmas Day, New Year's Day, Martin Luther King Jr's Birthday, President's Day, Good Friday, Easter Monday, Memorial Day, and Juneteenth.

Joint Scope Meeting: A meeting, normally at the Project Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

Lead Public Agency or Principal Procurement Agency: Means HCPS in its capacity as the government entity to advertise and solicit proposals for a competitive procurement process, evaluate proposals and award the contract according to state statutes.

Non Pre-priced Task (NPP): A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

Participating Public Agency: Any entity that has registered with OMNIA Partners and has the option to piggyback off the resulting Master Agreement(s).

Price Proposal: The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

Procurement: Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Proposal Package: A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Participating Public Agency may require.

Project: Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

Purchase Order: The document establishing the engagement by HCPS or Participating Public Agency to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

Request for Proposal: The Participating Public Agency's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

Responsive Respondent: Means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation to bid or request for proposals.

Site: The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by HCPS or the Participating Public Agency.

Solicitation: Means an invitation to prop, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

State: The State of Maryland.

Subcontractor: Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Supplemental Purchase Order: A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

Technical Specifications: The comprehensive listing of the Participating Public Agency's standards for quality of workmanship and materials, and the standard for the required quality of the Work.

Unit Price: The price published in the Construction Task Catalog for a Task.

Work: The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

Purchase Order Completion Time: The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

Purchase Order Price: The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

Vendor: Means any provider or seller of goods and/or services that has a contractual relationship with HCPS.

Winning Supplier(s): The contractor(s) who have been awarded a contract as a result of this ITB.

1. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public

Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Price Proposal review, and if the Price Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
- The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.

- The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Participating Public Agency facilities.
- Reference in the Technical Specifications or the Construction Task Catalog® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer items that will be satisfactory.

2. Procedure for ordering work

Initiation of a job order: As the need exists, HCPS (or their designated representative) will, on behalf of a Participating Public Agency, notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, HCPS (or their designated representative), working with the Participating Public Agency and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. HCPS (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and HCPS (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and HCPS (or their designated representative) and the Participating Public Agency will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Participating Public Agency may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Participating Public Agency cannot agree on the quantities required, or for any other reason as determined by the Participating Public Agency. In all such cases, HCPS (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

Preparation of the Job Order Proposal Package: The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Participating Public Agency -requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
 - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Participating Public Agency may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

- A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
- B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
- C. Lowest of three independent quotes for all materials

- Total for a Non Pre-priced Task performed with Contractor's Own Forces = $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$

For Work Performed by Sub-contractors:

- D = Lowest of three Subcontractor quotes
- Total for a Non Pre-priced Task performed by Subcontractors = $D \times \text{Non Pre-Priced Task Adjustment Factor}$
 - After a Non Pre-priced Task has been approved by HCPS (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 - HCPS (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid as required (See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings) the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

Review of the Job Order Proposal Package.

- HCPS (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
 - The means and methods of construction shall be such as the Contractor may choose; subject however, to HCPS (or their designated representative) right to reject means and methods proposed by the Contractor that:
 - Will constitute or create a hazard to the Work, or to persons or property; or
 - Will not produce finished Work in accordance with the terms of the Contract; or

- Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to HCPS (or their designated representative).

Delivery of the Job Order to the Participating Public Agency .

- HCPS (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the HCPS (or their designated representative) will deliver the Job Order for the Participating Public Agency 's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable to each Job Order. The Purchase Order, issued by the Participating Public Agency and delivered to the Contractor constitutes the Participating Public Agency 's acceptance of the Job Order.
- Once the Job Order has been submitted to the Participating Public Agency the Contractor is bound by its content.

Review of the Job Order by the Participating Public Agency and Issuance of Purchase Order.

- The Participating Public Agency will evaluate the entire Job Order and compare it with the Participating Public Agency 's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Participating Public Agency reserve the right to reject a Job Order or cancel a Project for any reason. The Participating Public Agency also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Participating Public Agency . The Participating Public Agency may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with HCPS (or their designated representative) and the Participating Public Agency .
- The Participating Public Agency may request changes to or clarifications of any part of the Job Order. The Contractor and HCPS (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Participating Public Agency, the Participating Public Agency may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the HCPS Participating Public Agency within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by HCPS. The Contractor shall begin the Work for a Job

Order as directed by the Participating Public Agency notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

3. Job Order Contracting Software and System License

Job Order Contracting Software: The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to HCPS and the Participating Public Agency s under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with HCPS expires or terminates, this JOC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of

this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by HCPS or a Participating Public Agency, this JOC System License will take precedence.

5. Term of Contract and Purchase Orders Issued

The term of the Contract will be two (2) years following the contract award date with the option to renew for two (2) additional two (2) year terms. The anticipated full term of the contract is six (6) years.

A Job Order may be issued by a Participating Public Agency at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

6. Option to Bilaterally Extend Contract

The term of the Contract will be two (2) years following the contract award date with the option to renew for two (2) additional two (2) year terms. The anticipated full term of the contract is six (6) years.

In the event the Contract Agreement expires before another bid is awarded, The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District's intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until June 15, 2023). On the anniversary of this contract (i.e. June 14, 2024 and each June 14th thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, HCPS shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction Task Catalog that would have been in effect without delay.

HCPS's ezIQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordian's team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Participating Public Agency's and Contractors throughout the duration of the contract.

7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 6 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Participating Public Agency.

Contractor shall extend all Contract terms and conditions to any new Participating Public Agency in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

8. Assignment of Work

The assignment of the Work is at the sole discretion of the Participating Public Agency. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

Participating Public Agencies may request the use of BidSafe to Select a Contractor. BidSafe is a propriety software product of Gordian that offers a secure, online construction procurement process. The use of BidSafe will be subject to Gordian's BidSafe Requirements.

9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

Changes to a Job Order: The Participating Public Agency reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Participating Public Agency, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Participating Public Agency for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds must be in a form, and executed by a surety, acceptable to the Participating Public Agency. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

11. Prevailing Wage and Participating Public Agency Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Participating Public Agency ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

12. Personnel

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

13. Supervision

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate

the Site safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Participating Public Agency and shall not proceed with that portion of the Work without further written instructions from the Participating Public Agency.

The Contractor shall be responsible to the Participating Public Agency for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

14. Participating Public Agency 's Access to the Work

The Contractor shall provide the Participating Public Agency access to the Work at all times.

15. Participating Public Agency 's Right to Stop Work

The Participating Public Agency may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

16. Participating Public Agency 's Right to Complete Work

If the Contractor has been ordered to stop the Work, the Participating Public Agency may, without prejudice to other remedies, have the Work completed by any available means.

17. Review of Field Conditions

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Public Agency, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the HCPS and the Participating Public Agency.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to HCPS and the Participating Public Agency, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the HCPS and the Participating Public Agency.

18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Participating Public Agency.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify HCPS and the Participating Public Agency in writing.

20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Participating Public Agency without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Participating Public Agency Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in

the activities of the Participating Public Agency or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Participating Public Agency without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Participating Public Agency.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Participating Public Agency's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Participating Public Agency in writing of such deviation at the time of submittal and (1) the Participating Public Agency has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Participating Public Agency's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Participating Public Agency on previous submittals. In the absence of such written notice the Participating Public Agency's approval of a resubmission shall not apply to such revisions.

All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are to be considered included in the CTC line item costs. Any adjustment desired is to be incorporated into the contractor's Adjustment Factors.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Public Agency will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Participating Public Agency Manager. The Participating Public Agency shall be entitled to rely upon

the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Public Agency has specified to the Contractor all performance and design criteria that such services must satisfy. The Participating Public Agency will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Participating Public Agency or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Participating Public Agency or a separate contractor except with written consent of the Participating Public Agency and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Participating Public Agency or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Participating Public Agency. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages from the Contract General Conditions will apply.

25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Participating Public Agency may do so and the cost thereof shall be charged to the Contractor.

26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold HCPS and the Participating Public Agency harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Participating Public Agency . However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Participating Public Agency.

27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the HCPS, the Participating Public Agency , consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Participating Public Agency the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Participating Public Agency will promptly reply to the Contractor in writing stating whether or not, after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Participating Public Agency to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Participating Public Agency has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

If the Participating Public Agency has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Participating Public Agency has no reasonable objection.

29. Coordination with Other Contractors

The Participating Public Agency reserves the right to perform construction or operations related to the Job Order with the Participating Public Agency 's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Participating Public Agency shall provide for coordination of the activities of the Participating Public Agency 's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Participating Public Agency in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Participating Public Agency until subsequently revised.

30. Request for Extension of Time

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Participating Public Agency , or of an employee of either, or of a separate contractor employed by the Participating Public Agency , or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Participating Public Agency determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Participating Public Agency may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Participating Public Agency or any of their representatives and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

31. Buyer Delays

The contractor will negotiate with the Participating Public Agency for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

32. Construction Contract Requirement

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Participating Public Agency. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the Participating Public Agency, it must be clearly defined and agreed to by the Participating Public Agency and the prime contractor prior to the start of the project.

33. Construction Schedule

The Participating Public Agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Participating Public Agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

34. Coordination

The contractor and the Participating Public Agency shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

35. Condition and Delivery of Construction Material

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

36. Partial Occupancy or Use

The Participating Public Agency may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Public Agency and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing

concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Participating Public Agency. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Participating Public Agency and Contractor.

Immediately prior to such partial occupancy or use, the Participating Public Agency and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

37. Identification and Security Requirements

The Contractor shall comply with all identification and security requirements that the Participating Public Agency may establish.

38. Protection of Persons and Property

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Public Agency and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is

responsible, except damage or loss attributable to acts or omissions of the Participating Public Agency or anyone directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Participating Public Agency .

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

39. Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Public Agency, or with the appropriate public authority. The Contractor shall give the Participating Public Agency timely notice of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures.

If the Participating Public Agency or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Participating Public Agency will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Public Agency , and the Contractor shall give timely notice to the Participating Public Agency of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures. Such costs shall be at the Participating Public Agency 's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Participating Public Agency.

If the Participating Public Agency is to observe tests, inspections or approvals required by the Contract Documents, the Participating Public Agency will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

40. Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the

Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Participating Public Agency in writing.

The Participating Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Participating Public Agency in writing stating whether or not it has reasonable objection to the persons or entities proposed by the Participating Public Agency. If the Contractor has an objection to a person or entity proposed by the Participating Public Agency, the Participating Public Agency shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the Participating Public Agency and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Participating Public Agency shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Participating Public Agency shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Participating Public Agency shall indemnify the Contractor for all cost and expense thereby incurred.

41. Insurance

Insurance requirements are included Section 2 - Technical Proposal Form 4: Insurance Requirements for Facilities Services. The insurance requirements apply to Harford County Public Schools. Participating Public Agencies may have differing requirements.

42. Licenses

The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with HCPS and Participating Public Agencies.

43. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Participating Public Agency. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Participating Public Agency must be limited to only those approved by the Participating Public Agency.

The method and manner of performance must be stated: employees of the contractor are not employees of the Participating Public Agency. The level of competency of the personnel will be subject to approval by the Participating Public Agency. The contractor must agree to comply with all local, state, and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Participating Public Agency's employees.

Participating Public Agency's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

44. Liquidated Damages

If provided for in the Invitation to Bid, HCPS or the Participating Public Agency may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, HCPS, and the Participating Public Agency, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

46. Project Completion

Upon completion of the work, the contractor shall present the Participating Public Agency with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Participating Public Agency.

If the Participating Public Agency discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

47. Public Works

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

48. Restoration

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Participating Public Agency.

49. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Participating Public Agency and the contractor.

If the Participating Public Agency and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Participating Public Agency with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

50. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

51. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Participating Public Agency of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Participating Public Agency whenever work is expected to be hazardous to Participating Public Agency employees or their charges (i.e. school children, citizens, etc.).

52. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

53. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Participating Public Agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Participating Public Agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Participating Public Agency as an additional insured upon the Participating Public Agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Participating Public Agency and be separated from other materials. The Participating Public Agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Public Agency, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

54. Computer Software

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian[®] software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Participating Public Agency. There is no separate charge to the Contractor for the software and the related software training.

55. Equal Employment Opportunity

All Suppliers, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their contractors or subgrantees). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

56. Contract Hours And Work Safety Standards Act

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the District and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

57. Davis-Bacon Wage Act

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant

program legislation). (Applies to construction contracts in excess of \$2000 awarded by the District and subgrantees when required by Federal grant program legislation). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair in excess of \$2000).

58. Copeland “Anti-Kickback” Act

All Suppliers, contractors and subcontractors must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair).

59. Solid Waste Disposal Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Participating Public Agency 's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference:

<https://www3.epa.gov/wastes/conservation/tools/cpg/pdf/rcra-6002.pdf> It is the Participating Public Agency 's responsibility to inform the vendor before work begins if a project is federally assisted.

60. Claims and Disputes

All claims or disputes between the Participating Public Agency and Contractor will be resolved by Participating Public Agency 's representative.

61. Audits

HCPS and OMNIA Partners, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

62. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the HCPS and the Participating Public Agency s.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Participating Public Agency s may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Participating Public Agency.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a

period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

63. Material Price Spike Adjustments

Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

- i. Identify the specific material that has experienced a major spike,
- ii. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
- iii. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

HCPS or Participating Public Agency, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

HCPS or Participating Public Agency, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

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Exhibit A



REQUIREMENTS FOR COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS AND GORDIAN

The following documents are used in evaluating and administering cooperative contracts and are included for Supplier’s review and response.

RESPONSE FOR PIGGYBACK CONTRACT

1.0 Scope of Piggyback Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement between Supplier and OMNIA Partners or Gordian.

1.1 Requirement

Harford County Schools, MD (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting responses for Job Order Contracting Products and Services. The intent of this Solicitation is any contract between Principal Procurement Agency and Supplier resulting from this Solicitation (“Master Agreement”) be made available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”), an example of which is attached as Exhibit B, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms

of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. When Public Agencies register with OMNIA Partners, they are not obligated or committed to use contracts that may be awarded as a result of this Solicitation but may piggyback the contract(s) if they choose. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between Gordian and/or the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees, or representatives, shall be liable to Gordian and/or the Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state they service, including but not limited to Florida.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners. The questions in Exhibit A are also included throughout Bid Forms 1-16 of the solicitation and answers only need to be responded to as part of the bid form (no need for duplication).

These requirements are incorporated into and are considered an integral part of this Solicitation. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement, OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national or regional basis.

OMNIA Partners has assigned a Director of Partner Development and will also assign the Supplier a Director of Partner Development who, in conjunction with Gordian, will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between Gordian, the Supplier, and OMNIA Partners. The Director of Partner Development will work with Gordian and the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect Gordian and the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this Solicitation made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a local,

regional, and/or national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners and Gordian. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement.

1.5 Objectives of Piggyback Program

This Solicitation is intended to achieve the following objectives regarding availability through OMNIA Partners’ program:

- A. Provide a comprehensive competitively solicited and awarded piggyback agreement offering the Services and/or Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate cooperative account manager within the Solicitation response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies and further commits that if a Participating Public Agency is eligible for lower pricing through a different contract (to include a national, state, regional or local or cooperative contract held by the Supplier), the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners whether state or nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Gordian. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier should supply the following information, to the best of their ability, in order for the Principal Procurement Agency to determine Supplier's abilities to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of employees, and if applicable sales persons, sales persons) employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. While the intention is for products and services to be provided locally to agencies within the Principal Procurement Agency's region and/or state, include both any region or additional states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in providing the products/service to the end user.
- D. Provide the number, size and location of Supplier's offices or facilities.

3.3 Marketing and Sales

- A. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's employees (and if applicable sales force) with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, that could include, but is not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e.

- Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate

- iv. Non-exclusive
- F. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
- I. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
- v. Detail Supplier's strategies under these options when responding to a solicitation.

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EXHIBIT B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all

applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“GPO”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring

Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

_____ Authorized Signature	_____ Signature
_____ Name	_____ Sarah E. Vavra
_____ Title and Agency Name	_____ Name Sr. Vice President, Public Sector Contracting
_____ Date	_____ Title Date

EXHIBIT C
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT D
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing invitation to bid for purposes of complying with the procedural requirements of said statutes:

State of Maryland
District of Columbia

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.