

DORCHESTER COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
**Professional Consulting Services**  
**Districtwide Master Planning Services**

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Procurement Schedule

**Issue Date:** **November 21, 2022**  
**Pre-Proposal Meeting:** **November 29, 2022 at 10:00 AM EST**  
The Pre-Proposal meeting will be conducted at the Board Room in the Central Office (700 Glasgow Street Cambridge, MD, 21613) in person and virtually start at 10:00 AM EST. Please contact Chris Hauge at [haugec@dcpsmd.org](mailto:haugec@dcpsmd.org) for a link to the virtual meeting.

**Deadline for Written Questions Submission:** **November 30, 2022 at 12:00 PM EST**

**Technical Proposals Due:** **December 5, 2022 at 4:00 PM EST**  
*Technical Proposals will be submitted via email to Chris Hauge ([haugec@dcpsmd.org](mailto:haugec@dcpsmd.org)) in PDF format. All Technical Proposals must be submitted via Email.  
(Only the awarded firm will need to provide DCPS a printed copy of the Technical Proposal).*

**Proposal Evaluation Complete by Selection Committee Date:** **December 15, 2022**

**Cost Proposals (if requested):** **December 9, 2022 at 11:00 AM EST**

*Dates and/or times are subject to change by the issuance of written addenda.*

**DCPS Contract Manager**  
**Contract Administrator**  
Chris Hauge  
Facilities Supervisor  
[haugec@dcpsmd.org](mailto:haugec@dcpsmd.org)

*This bid document was emailed to potential bidders. All addendums will be issued via email to the same group of potential bidders.*

**FACILITIES DEPARTMENT  
DORCHESTER COUNTY PUBLIC SCHOOLS  
700 Glasgow Street  
Cambridge, MD 21613  
(410) 221-1111**

**DATE OF ISSUE: November 15, 2022**

**REQUEST FOR PROPOSAL**

**Professional Consulting Services  
Districtwide Master Planning Services**

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**REQUEST FOR PROPOSAL (RFP)  
PROFESSIONAL DESIGN SERVICES**

**REQUEST FOR PROPOSAL**

**Professional Consulting Services  
Districtwide Master Planning Services**

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# REQUEST FOR PROPOSAL (RFP)

## Professional Consulting Services

### Districtwide Master Planning Services

#### SECTION 1 - GENERAL INFORMATION

##### A. Intent

The intent of this RFP is to solicit sealed proposals from highly qualified consulting firms (i.e. Teams, A/E teams, etc) to establish a contract, or contracts, for Professional Consulting and Master Planning Services for the early childhood and elementary education programs as noted in the RFP title.

Any firm (i.e. architectural, mechanical, structural, electrical, etc.) can submit as the "Design Professional" (Lead) on one (1) Technical Proposal, and also submit as a sub-consult design professional to different Lead "Design Professionals" in separate Technical Proposals.

**Price proposals should NOT be submitted with the Technical Proposal, but will be requested later in the process from ONLY the final short-listed firms.** The procurement process for this solicitation will adhere to the following format:

- Firms will submit a Technical Proposal that will be evaluated by a selection committee.
- The highest scoring consulting teams will comprise a preliminary short-list. DCPS reserves the right to conduct a phone interview if questions arise, or clarifications are needed on specific technical proposals. The phone interview (if required) will be scheduled with the Firm. Based on a review of the preliminary short-list of Technical Proposals, and any adjustments based on a possible phone interview, the selection committee will determine a final short-list selecting the firms that best fit the needs of DCPS for these three (3) projects. These firms will be notified of this decision by no later than Wednesday, **December 7, 2022** and will be requested (via an Addendum) to return fee proposal forms at their interview.
- The proposal deemed to be most responsive and best meet the needs of the scopes of work and DCPS will be presented/recommended to the Board of Education of Dorchester County for approval based on the selection criteria and recommendation of the selection committee for the scope of work.

**Price proposals will ONLY be accepted from the FINAL short-listed firms.**

Any award/contract will be pending Board of Education of Dorchester County approval and availability of funds.

Upon Board of Education of Dorchester County approval, it is the intent to proceed with the preparation of the design development, bid/construction documents, bid process, constructional administration and post construction phases for all three (3) of these design projects.

##### B. Background

Dorchester County is the largest county in the state geographically. Relative to "local wealth", Dorchester is the second poorest county in Maryland with the typical academic results for such a district. Dorchester County Public Schools is comprised of 15 educational facilities that house all programs and services for students and families. These facilities are spread throughout the county. They include 2 high schools, 1 career and technology center, 2 middle schools, 6 elementary schools, 1 PK-8 school, 1 early childhood (Judy Hoyer Center) facility and 1 alternative school.

Our school system typically serves approximately 4,600-5,000 students throughout all grade levels and

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sites. Approximately 70% of our students are “free and reduced meals” students while over 30% of the county’s population (approximately 32,000 people) live in poverty.

Dorchester has aggressively replaced all of its secondary facilities over the last 20 years addressing educational adequacy, capacity and deferred maintenance concerns at all of these sites. These same concerns have not been addressed at any of the remaining elementary school education sites across the county. Elementary schools have enjoyed the bare minimum of systemic renovations or other minor interior improvements (i.e. floorcovering replacements, technology upgrades, painting). All of Dorchester’s elementary schools have had little supports to improve instruction since they were originally constructed.

While all of our elementary schools are at a minimum dated in every possible way, the greatest physical hindrance to effective instruction is the existence of “open space” for instruction that exists at 5 of our elementary schools. The impact of the lack of dedicated classrooms and breakout spaces is directly related to poor academic outcomes at 6 of our 7 elementary facilities. In short, all of Dorchester’s elementary schools; except one, are in need of complete replacement or renovation and addition.

At the same time, the current structure of the county school system was established in the late 1960’s and early 1970’s. At that time there was a recognition that the “model” of education had to change. Relatively large numbers of students spread across dozens of small country or community schools were closed with students, teachers and resources being redistributed to larger, regional schools. At the time this was generally recognized as a more efficient and effective mode of educating students. During this time 10 schools were constructed as “brand new” or had significant additions/renovations.

From the 1980’s through today, Dorchester’s student population has declined to its current amount. There are little outward indications that would indicate that this trend will change in the foreseeable future. At the same time, the service needs of our students have risen dramatically beyond the capacity of our current facilities and organizational structure to adequately meet these needs.

Coming out of the COVID 19 Pandemic experience, Dorchester County Public Schools is at a crossroads. Do we stay with our current structure/grade models for elementary education or are there other alternatives? It is not difficult to see features of the long existing current county school system that may not be sustainable into the future. Some examples include:

- Open space schools for early learners are not helpful to young learners or teachers,
- Open space schools are not helpful for young learners coming from trauma,
- Open space schools do not provide the need for dedicated breakout space for one on one or small group/specialist work,
- Open space schools are a threat to school safety and security,
- Current school district boundaries,
- Schools located in once bustling communities that do not have the enrollments they once had,
- Staffing challenges for both instructional and classified staff across multiple sites,
- Early childhood (including Pre-Kindergarten and programming for three year old students)/Elementary instructional challenges that our current facilities are not capable of supporting,
- Life safety and security challenges our current facilities are not capable of meeting and,
- A school district for elementary education that may not be fiscally sustainable.

This Master Planning process will look at our current and future needs for all programs with an emphasis on the Elementary Education program and facilities. The goals include but are not limited to:

- An analysis of our programmatic and facility needs to move forward with our current alignment, structure and organization AND alternative alignments, structure and organization.
- Examine and recommend options that maximize services and/or efficiencies and increase opportunities for student success.
- Examine and provide fiscal and operational impacts for all recommendations.

- Define and suggest processes and procedures necessary to implement all recommendations.
- Current/future school district boundaries.

We will explore: How do these needs align with current facilities and locations? How do these needs align with our stakeholders needs/distribution? How do these needs relate to services provided like transportation, food service, special education, etc? Are there important relationships between the Elementary program and other district or county government programs? Examine and provide fiscal and operational cost impacts, How does Dorchester County Public Schools “right size” for the future of Elementary education?

Ultimately, the output of this process is to develop consensus on how to address the concrete need to improve and optimize our elementary schools across the county through improvement, renovation and/or replacement. In a prioritized, thoughtful and efficient manner the objective is to explore re-envisioning early childhood/elementary education over the next several decades. This study will begin to visualize the what, where and when through the eyes of our stakeholders and constituency groups, including costs. This study will use existing data, future trends and in-depth conversations, exercises and dialogue with our communities to distill these conversations into school facility solutions that meet the current and future needs of students, teachers and taxpayers.

The information provided in this RFP is provided for informational purposes only. DCPS provides this document as a general description of the building’s systems, but does not warrant or imply the accuracy of the information contained. All design firms will be required to perform their own investigations/analysis/etc. of existing conditions. Failure of a design firm to perform their own investigations based on the assumption that the information in this report is accurate will result in the design firm being charged/responsible for any associated costs resulting from an incomplete or erroneous design. There is no guarantee from DCPS that the documents or descriptions provided fully describe all systems that have been replaced, installed, eliminated, or altered over the life of these facilities.

**C. Procurement/Contract Administrator**

Mr. Chris Hauge, Supervisor of Facilities, will administer the solicitation, award and program management processes.

**D. Questions and Pre-Proposal Meeting**

Questions, and all inquiries about this RFP are to be directed to Chris Hauge, [haugec@dcpsmd.org](mailto:haugec@dcpsmd.org), Supervisor of Facilities.

All questions must be received no later than 12:00 Noon on November 30, 2022. Questions received will be included and answered in an addenda to the RFP which will be sent to all prospective Offerors no later than four (4) business days prior to the closing time and date established for submittal of the Technical Proposal.

A in-person/virtual pre-proposal meeting is scheduled on **November 29**, 2022 starting at 10:00 a.m. at the Central Office Board Room located at 700 Glasgow Street, Cambridge, MD, 21613. Please contact Chris Hauge at [haugec@dcpsmd.org](mailto:haugec@dcpsmd.org) for a link to the virtual meeting. Professional, in-person attendance is NOT a prerequisite to provide a proposal but is highly recommended.

**E. Closing Date**

One (1) electronic copy of the Technical Proposal shall be submitted to Chris Hauge ([haugec@dcpsmd.org](mailto:haugec@dcpsmd.org)) in PDF format, not later than **December 5, 2022**, 4:00 p.m., Local Time. Proposals submitted after that time and date will not be opened or recorded. A Register of Proposals will be prepared after the closing time and emailed to Firms who submitted Technical Proposals.

**F. Proposal Acceptance**

For those firms selected to provide a Pricing Fee Proposal, the fee proposal must remain valid for a period of not less than ninety (90) days from the date of opening, to allow for evaluation and award. The Board of Education of Dorchester County reserves the right to accept or reject any or all



Proposals, waive informalities and select the Proposal that will serve in its best interest. All material submitted with the proposal becomes the property of the DCPS and may be returned only at the Supervisor of Facilities's option. It is anticipated that the initial award of this project will be for design development, bid/construction documents, bid process, award, construction administration, and post construction services.

**G. Contract Period**

It is anticipated that the work on this project will commence on or about **December 15, 2022** and will be completed in accordance with the following general timeframe. A more detailed schedule will be developed with the selected Offeror prior to contract approval. However, it should be noted that the Contract Completion date of June 2023 for all designs is considered firm.

<b>Contract Schedule</b>		
Activity	Duration	Completion Date
Background Fact Gathering/Research/Staff Interviews/Site Visits	3 Months	By April 1, 2023
Community Engagement	2 Months	By May 1, 2023
Draft Board Master Plan	1 Month	May Board of Education Meeting
Final Board Master Plan	1 Month	June Board of Education Meeting

**H. Selection Process Schedule**

The approximate time line for submission and analysis of the RFP and subsequent award of contract is as follows:

<b>Selection Process Schedule</b>		
<b>Activity</b>	<b>Completion Date</b>	<b>Time</b>
Issue the Request for Proposal	November 21, 2022.	4:30 p.m.
Pre-Proposal Meeting	November 28, 2022	TBD
Questions Due	December 2, 2022	12:00 p.m.
<b>Technical Proposals Due</b>	<b>December 5, 2022</b>	<b>4:00 p.m.</b>
Proposal Evaluation by Selection Committee	Week of December 2, 2022	As scheduled
Cost Proposals (if requested)	Week of December 12, 2022	11:00 a.m.
Board of Education Approval	As early as December 15, 2022	As scheduled

**I. Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State and Federal laws and regulations.

**J. Incurring Costs**

The Board of Education of Dorchester County accepts no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent vendors.

**K. Statement of Understanding**

Teams must acknowledge that they have read and understood all outlined points in this RFP. Based on the information provided, vendors are expected to respond to all attachments with due diligence by providing the requested information in the designated manner.

Design Professionals failing to respond to this RFP as prescribed will place themselves at a competitive disadvantage or be subject to disqualification at the discretion of the Board of Education of Dorchester County.

The Board of Education of Dorchester County deems the performance of a vendor on outstanding contracts to be of critical importance. Therefore, in the evaluation process for contract award, vendors with good performance ratings on existing accounts will be at a decided advantage while vendors with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of The Board of Education of Dorchester County.

**L. Collusion among Offerors**

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the Offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Offerors. Participants in such collusion may not be considered in future proposals for the same work. Each Offeror, by submitting a proposal certifies that it is not a party to any collusive action.

Nothing in this section will preclude a firm, acting as a subcontractor, to be included as a subcontractor for two or more prime contractors submitting a proposal for work. Firms shall not submit a proposal as the prime contractor after having submitted subcontract proposals for other prime firms.

**M. Bidders Affidavit**

Offerors shall complete and return the attached Bid/Proposal Affidavit and Mandatory Contract Addendum (Appendix C) with their technical proposal. This affidavit is a State requirement and the Bid/Proposal Affidavit and Mandatory Contract Addendum must be submitted to the DCPS Facilities Dept. with the Offerors Technical Proposal.

**N. Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Offerors should provide justification why such material, upon request, should not be disclosed by Dorchester County Public Schools under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland. Failure to comply will result in release of information to the public if requested.

**O. Proposal Withdrawal**

No cost proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to Dorchester County Public Schools' Supervisor of Facilities prior to the time set for the receipt of cost proposals or unless the Board of Education of Dorchester County fails to award or issue a notice of intent to award or issue a notice of intent to award the contract within ninety (90) days after the date fixed for opening cost proposals.

**P. Offeror Investigations**

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Dorchester County Public Schools that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

**Q. Bid Results**

A Register of Proposals will be prepared after the closing time and emailed to Firms who submitted Technical Proposals. The price proposals from short listed firms will be emailed to the short listed Firms only after closing time. A bid tabulation may be posted on the DCPS Facilities website after Board of Education consideration.

**R. eMaryland Marketplace Advantage (eMMA) Registration**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> ) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland..

**S. Objection to Award**

Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company's responsibility to ascertain and confirm the date/time of the pertinent Board Meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by DCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed "not filed." Bid protests received later than five (5) days after the Board Meeting will result in

the protest being deemed “not timely.” The DCPS will not respond or address bid protests that do not conform to these instructions.

**T. ELECTRONIC RFP**

This RFP is being made available by electronic means to expedite the Proposal submittal process. If a Bidder electronically accepts this document, they acknowledge and accept full responsibility to ensure that no changes are made to this RFP. In the event of a conflict between a version of the RFP in the Bidder’s possession and the Facilities Department’s version of the RFP, the document held by the Facilities Department shall govern.

**U. Contract**

The Board of Education of Dorchester County will enter into a contract with the successful Firm using the AIA B105 – 2017 Standard Form of Agreement between Owner and Architect/Engineer as modified by Dorchester County Public Schools. The contract shall incorporate this RFP solicitation document including all of its provisions, conditions, attachments and any addenda that are issued, and the Offeror’s Proposal. **The final version of this document will be modified by the Board of Education of Dorchester County, and will be provided by the selected A/E firms via addendum, upon final selection. The final version of this contract shall incorporate all of the terms and conditions of this RFP including all provisions, attachments, and any addenda that are issued.**

## SECTION 2 - TECHNICAL PROPOSAL REQUIREMENTS

### A. General

Respondents shall submit one (1) electronic copy of a Technical Proposal that concisely presents the information required by this RFP. Electronic copies of the proposal shall be emailed to Chris Hauge at [haugec@dcpssmd.org](mailto:haugec@dcpssmd.org) in PDF format. Submittals should be complete, efficient, and organized in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. Respondents not providing the information required by this RFP may be considered non-responsive. **Only the awarded firm will need to provide DCPS a printed copy of the Technical Proposal at the completion of this process.**

Submittals shall be clear and concise. Utilize a table of contents for ease in finding the necessary information. Proposals and Table of Contents shall correlate the same content and order of the Mandatory and Technical Requirements. The letter of transmittal accompanying the submittal shall be signed by the person or persons required and authorized to legally bind the firm to the submittal and shall specifically state that the firm shall complete all services set forth in the requirements within the proposed time limits to the satisfaction of the Board of Education of Dorchester County. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessarily elaborate brochures or the other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, visuals, and other presentations aids are not required. Any justification or explanatory materials relevant to your submittal and/or requirements shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in your submittal.

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described in this document. Your Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response.

Each offering firm may be required, before the award of any contract, to show to the complete satisfaction of the Supervisor of Facilities that it has the necessary capacity, facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The Offeror may also be required to show past history and references which will enable the Supervisor of Facilities to be satisfied as to the Offerors qualifications. Failure to qualify according to the foregoing requirements will justify rejections by the Board of Education of Dorchester County.

### B. Mandatory Requirements

**Offerors must meet these mandatory requirements to qualify for Technical Proposal evaluation.**

1. General Letter of Transmittal: This letter should describe the company's understanding of the work to be performed and the names, titles, addresses and telephone numbers of all persons authorized to speak for the company about the proposal.
  - The Offeror must have at least ten (10) years experience providing the requested Professional Design services in educational settings similar to those described in the RFP, ideally on the Eastern Shores of Maryland and Virginia. A statement confirming this is required in the General Letter of Transmittal.

- The Offeror shall assure independence and impartiality in the provision of A/E services through incorporation of such a statement in the General Letter of Transmittal.
2. Signed form of SECTION 6 - PROPOSAL FORM SIGNATURE SHEET of this RFP.
  3. Signed form of SECTION 7- PROPOSAL CONDITIONS of this RFP.
  4. Signed Bid/Proposal Affidavit and Mandatory Contract Addendum: (Appendix A) Documents are to be signed by authorized persons from the company, and should be included at the end of the Technical Proposal. Complete and submit with the Technical Proposal Section 6 Proposal Form Signature Sheet and Section 7, Proposal Conditions Sheet.

### C. Technical Proposal Requirements

1. Consulting Team and Experience (20 points)  
Provide a one page organization chart depicting the complete consulting team that will be assigned to this project. Include all proposed sub-consultants. Teams with previous successful similar experience with the Board of Education are eligible for up to 5 bonus points.

Provide a SF 330 form (or similar industry standard) that indicates firms experience relative to services similar to those required by this solicitation. Provide the following data regarding similar educational projects the firm has been a vendor Firm for over the past five years. Include a description of project, budgeted cost, actual cost, award \$'s earned, amount and type of Change Orders, claims made by contractors and adjudication thereof, owner's name, address, email, and telephone number.

Firms shall be experienced in the performance of Public School System Master Planning and shall provide references for three (3) similar projects that were completed in the past ten (10) years. Teams with this experience on the Eastern Shores of Maryland and Virginia may be awarded up to 5 bonus points for public school master planning experience.

Provide the above data for other related projects the firm has accomplished over the past five years.

State if your firm, members of your design team, or if any of your sub-consultants is currently or has been, within the last 2 years from date of proposal deadline, involved in any legal dispute, lawsuit or judgment, and if so, provide a brief statement of such.

2. Understanding Scope of Work/ Schedule / Services (40 points)  
Describe, by phase, the firm's understanding of the proposed assignment identified in this RFP and the services it will provide with consideration for the school system and public sector environment.

Explain your company's (and/or design teams) experience with, but not limited to:

- School Facility Assessments
- Educational Adequacy Assessments
- Educational Program Assessments
- Community Dialogue Experience
- Recommendation Development Techniques
- Visioning and Implementation Experience

Team shall explain how the scope of work will be accomplished and how the completion dates identified in the Contract Schedule will be met.

Team shall indicate how they can best utilize their experience and knowledge to provide the best services to for this project.

3. Project Approach (40 points)

**Firms shall provide a separate “Project Approach”.** Provide a summary of how your Team would approach this project if it were awarded the contract. Include the following information on one (1) page or less:

- Explain how the team would research and develop initial assessment program/options and various schedules to be presented to the owner for consideration.
- Based on the information provided with this RFP, provide what your firm initially believes may be the best approach and why. It is understood that the eventual program developed by the awarded firm may differ from what is presented in your firm’s response – DCPS is interested in your firm’s thinking process and how you might approach each project. Include in your response your firm’s thoughts on:
  - Understanding of management challenges presented,
  - Critical assessment points,
  - Recommended implementation strategies,
  - Outcome expectations,
  - Deliverables
- Any other information the Offeror feels will best represent itself.

- B. Provide a specific, detailed summary on how your design team will meet, provide the minimum, or exceed the requirements identified in Section 2. Scope of Service.

**SECTION 3 - EVALUATION and SELECTION PROCESS****A. Selection Committee**

Technical Proposals that meet the mandatory requirements of this solicitation and are received from offering firms by the closing deadline will be evaluated by the Selection Committee.

**B. General Evaluation**

The Board of Education of Dorchester County may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein. General or specific characteristics that the Board's designees consider initially are:

1. 1. general competence;
  2. 2. past performance;
  3. 3. geographic location;
  4. 4. proven ability to effectively represent the Board;
  5. 5. compatibility of size of firm with size of proposed project;
  6. 6. current workload of firm;
  7. 7. special familiarity with the project or site;
  8. 8. special qualifications and experience;
  9. 9. originality and quality of design proposals;
  10. 10. proposed cost of services.
2. Board of Education of Dorchester County may request additional information about or clarification of proposals.

The Board of Education of Dorchester County reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish the Board of Education of Dorchester County all such information and data necessary for the Board of Education of Dorchester County to determine if the Proposal is responsible and responsive to the Board of Education of Dorchester County's requirements as stated herein. In the sole view of the Selection Committee, any team that does not meet General Evaluation Criteria will not be eligible to have a technical proposal evaluated by the Selection Committee.

Technical Proposals will be evaluated by a selection committee. DCPS will reserve the right to conduct a phone interview if questions arise, or clarifications are needed on specific technical proposals. The phone interview (if required) will be scheduled with the Firm. The highest scoring technical proposals will advance to the preliminary short list of A/E design teams. These firms will receive additional information with regards to this RFP at that time.

Based on a review and scoring of the Technical Proposals, and any adjustments based on a possible phone interview, the selection committee will determine a final short list selecting the firms that best fit the needs of DCPS for this project. These firms will be notified of this decision by December 7th and will be requested to return a fee proposal.

**The highest scoring and lowest, responsible price for each design project may be presented/recommended to the Board of Education of Dorchester County for approval. DCPS may offer the firms the opportunity to provide a cost savings (if any), if the firm is awarded all three (3) projects.** It is the Board of Education of Dorchester County's intent to award one or more contracts to the firm which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services (work) and is in the best interest of the Board of Education of Dorchester County.

**C. Specific Evaluation Criteria**

The evaluation criteria are set forth below and are intended to be the basis by which each technical proposal and presentations shall be evaluated, measured and ranked upon meeting the General Evaluation Criteria. The Board of Education of Dorchester County hereby reserves



the right to evaluate, at the Board of Education of Dorchester County's sole discretion, the extent to which each Proposal received compares to the said criteria and how each proposal compares to each other. The maximum total score for technical proposals is 100 points. The technical evaluations of the Selection committee shall be based upon the following criteria. (Reference Section 3, Technical Proposal Requirements, for criteria definitions.)

- Mandatory/General Requirements (no points - required for evaluation)
- Design Team and Experience (20 points)
- Understanding the Scope of Work/Schedule/Services (40 points)
- Project Approach (40 points)

The scoring system of the technical proposals and any adjustments based on phone interviews for clarifications, will be done by the selection committee. Based on the information provided, the selection committee will determine the firms that would be acceptable to DCPS to perform the work described in this RFP. The final short list of Teams will be asked to provide pricing for this RFP.

The highest scoring, most responsive and responsible price will be presented/recommended to the Board of Education of Dorchester County for approval.

#### **D. Selection and Contract Finalization**

1. Technical proposals shall be evaluated in accordance with the technical proposal requirements and evaluation criteria contained herein by a selection committee. **Those proposals that attain a minimum technical score established by the selection committee will be deemed qualified and may be short listed.**
2. The preliminary short-listed firms that are requested to provide a phone interview to clarify questions on the technical proposal shall understand that, DCPS reserves the right to make modifications to the preliminary Technical Proposal Score based on the interview, or a Firms decision to decline an interview. Furthermore, DCPS reserves the right to adjust or revise the Scope of Services via an Addendum (based on information received in the evaluation of Technical Proposals) prior to issuing the Fee Proposal Form.
3. Technical proposals are being accepted at this time. At the conclusion of the technical proposal evaluations, and the presentations, DCPS will request price proposals from the short-listed firms.

Firms will be required to submit a lump sum price to accomplish all of the work, and to cover all costs and expenses directly related to providing Professional Design Services. The lump sum price is to be considered the total compensation for the services described, except for the specific reimbursable costs as detailed below, and shall remain firm for the duration of the contract and not be modified except as permitted in the Contract. Breakout pricing will be required for each phase of the design process for both designs. **It is anticipated that the initial award for each of these projects will be for the Master Planning (as described in this RFP). Subsequent services may be released for competition or negotiated.** Upon Award of Contract for Proposal, all subsequent phases and associated costs, listed within the Proposal, will remain valid for the time durations listed in the Contract Documents. A price form will be supplied to all short listed firms, and will specify time durations requested by the BOE. The price form will request estimate hours and cost for the A/E firm and all subcontracted firms.

#### 3A. Reimbursable Items:

There are no reimbursable costs for this project. Quotations are to be all inclusive. Printing or copying requested by the Owner outside of the scope of this RFP will be paid for at cost. A/E to obtain authorization for all extra printing or copying. No mark-up or any administrative processing fees will be paid for reimbursable items.

**Firms shall include project personnel costs for all disciplines and consultants with the all-inclusive hourly rate in the event that additional work is authorized by the owner.**

4. Price proposals will be evaluated. DCPS reserves the right to request best and final pricing from any or all of the short listed firms.
5. Upon completion of all evaluations, a recommendation for award shall be made to the firm submitting the overall most qualified technical and price proposal that is in the best interest and of the best value to the Board of Education of Dorchester County.

Upon the recommendation for award, the Board of Education of Dorchester County and the selected firm will proceed to finalize an acceptable contract agreement that may include price negotiations. The Board of Education of Dorchester County reserves the right to terminate these discussions, if in the Board of Education of Dorchester County's judgment acceptable contract agreement and finalization are unsuccessful. If this occurs then the Board of Education of Dorchester County reserves the right to select for award the next most qualified firm and conduct contract finalization discussions with them.

6. Upon the approval of the Board of Education of Dorchester County, award shall be made and the successful firm will be required to enter into an Agreement with the Board of Education of Dorchester County utilizing the AIA B105-2017 a, "Standard Short Form of Agreement between Owner and Architect/Engineer", as modified by the Board of Education of Dorchester County. The contract shall incorporate this RFP solicitation document including all of its provisions, conditions, attachments and any addenda that are issued, and the Offeror's Proposal.

#### **E. Award or Rejection of Proposal**

The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of the Board of Education of Dorchester County to award the contract.

The Board of Education of Dorchester County reserves the right to reject any and all proposals, at any time, whenever such is in their best interest. A firm's Proposal may be rejected for one or more, but not limited to the following reasons:

1. Failure of the firm(s) to submit a Proposal within the required time frames
2. Failure of the firm(s) to provide the required information
3. Failure of the firm(s) to respond to the request for clarification, presentation, or demonstration
4. Failure of the firm(s) to follow the prescribed RFP preparation, submission and response format instructions
5. Collusion among or between firms
6. Unbalanced Proposals; that is, Proposals in which the prices quoted for some work is out of proportion to those quoted for other work
7. Lack of responsibility on the part of the firm
8. Financially unstable firm
9. Failure of the firm to successfully negotiate a contract
10. Submission of a Proposal that does not meet the Board of Education of Dorchester County's requirements as outlined herein

DCPS reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy the DCPS Facilities Department that such firm is qualified to carry out the obligations of the contract herein.

## SECTION 4 - CONTRACT REQUIREMENTS

### A. **Start and Completion Dates**

The contract shall commence on approximately December 16, 2022 and be fulfilled in accordance with the condition of the Contract Period - Section 1, Paragraph I. Contract completion is anticipated by the end of June 2023.

### B. **Non-Conflict of Interest Statement**

It is unlawful for any officer, employee or agent of DCPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he/she has a financial interest or in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Maryland Annotated Code, Article 40A, SS1-101 et. seq. The successful bidder agrees that during the term of the Contract and for twenty-four (24) months following the exit conference, the successful bidder, its employees, agents and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Board of Education of Dorchester County.

### C. **Multi-Year Contracts**

If funds are not appropriated or otherwise made available to support continuation of any phase of the contract, or in any fiscal year succeeding the first fiscal year, the Board of Education shall have the right to terminate this contract and the Offeror is only entitled to recover costs incurred prior to termination.

### D. **Contingent Fee Prohibition**

The Offeror warrants that he/she has not employed or retained any person, partnership, corporation or other entities other than a bona fide employee or agent working for the Offeror to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, partnership, corporation or other entities other than a bona fide employee or agent any fee or any other consideration contingent on the making of this agreement.

### E. **Non-Assignment**

The Offeror shall not sell, transfer, or otherwise assign his/her obligations under this Contract or any portion thereof, or its rights, title or interest herein, without the prior written consent of the Contract Administrator.

### F. **Copyright**

All materials, reports and data produced under this contract become the property of the Board of Education and may not be copyrighted by the Offeror. Any reproductions or use of paid material must have the written approval of the Contract Administrator.

### G. **Non-Discrimination in Employment**

The Board of Education actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation. The Offeror shall not discriminate in any manner against any employee or applicant for employment because of race,

sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

**H. Non-Hiring of Employees**

No employee of the Board of Education of Dorchester County shall be employed or encouraged to become employed by the Offeror during the term of this contract.

**I. Indemnification**

The Design Professional shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct, indirect, willful, or negligent act or omission of the Design Professional (or its employees, consultants, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Design Professional's failure to pay any such compensation, wages, benefits, or taxes, and the supplying of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

**J. Termination for Default**

When the Offeror has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Board of Education. The Board of Education of Dorchester County may, by written notice of default to the contractor, terminate the whole or any part of the contract in any one of the following circumstances:

1. If the Design Professional fails to make the delivery of supplies or equipment exactly as specified or perform the services within the time and manner specified therein or any extension thereof, or:
2. If the Design Professional fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the Facilities Supervisor may authorize in writing) after receipt of written notice from the Facilities Supervisor specifying such time failure or:
3. If the Design Professional willfully attempts to make delivery of items other than items in the contract or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specified authorization in the form of a contract amendment, or:
4. If a determination is made by the Board of Education of Dorchester County that the obtaining of the contract was influenced by an employee of the Dorchester County Public School System having received a gratuity, or a promise therefor, of any way or form.

In the event the Board of Education terminates this contract in whole or in part, the Board of Education may procure such items and in such manner as the Facilities Supervisor may deem appropriate, supplies and services similar to those so terminated, and the Design Professional shall be liable to the Board of Education for any excess cost for such similar supplies or services provided that the Design Professional shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the Design Professional was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a Termination for Convenience.

**K. Termination for Convenience**

The performance of work under this contract may be terminated by the Board of Education in accordance with this clause in whole, or from time to time in part, whenever the Board of Education shall determine that such termination is in the best interest of the Board of Education. Written notice shall be given at least (30) days in advance. The Board of Education will pay for all labor and material in accordance with contract amount up to the date of the termination. However, the Design Professional shall not be reimbursed for any anticipatory profits which have not been earned up to the date of the termination.

**L. Anti-Bribery Affidavit**

Vendors, contractors and consultants are required to be aware of Maryland State Finance and Procurement Code Ann. S13-405 which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the Board of any of its subdivisions, shall be subject to disqualification pursuant to Article 21, 33-405 from entering into a contract with the Board of Education or any county or other subdivision of the Board of Education for the supply of materials, supplies, equipment, or services by the person.

**M. Disputes**

Any controversy or claims arising out of or relating to this contract, or the breach thereof, shall be submitted to Dr. Michael Collins, Director of Operations for the Board of Education of Dorchester County, and his decision shall be subject to Board of Education approval. Judgment upon the award rendered by the Board of Education may be entered in any court having jurisdiction thereof. Pending resolution of a claim, the Offeror shall proceed diligently with the performance of the contract in accordance with the Engagement Officer's decision.

**N. Compliance with Civil Rights Act of 1964**

The Offeror proposing to provide materials, equipment, supplies, or services to the Board of Education under this proposal shall assure the Board that he shall conform to the provisions of Section 7A of Article 78A of the Annotated Code of Maryland, the Civil Rights Act of 1964, and Section 202 of the Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

**O. Mandatory Disclosure**

The Offeror proposing to provide materials, equipment, supplies, or services to the Board of Education shall agree to comply with Maryland State Finance and Procurement Code Ann. S21-202 which requires that every business that enters into contracts, leases or other agreements with the Board of Education and receives the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is beneficial owner of five percent (5%) or more of the contracting business.

**P. Registration**

Pursuant to Maryland Corporations and Association Code Ann. SS7-201 et. seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and

Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. A foreign corporation shall qualify with the Department of Assessments and Taxation.

**Q. Compliance with EPA/MDE Regulations/Standards**

Materials, supplies, equipment and/or services shall comply in all respects with applicable regulations/standards of Environmental Protection Agency (EPA) and Maryland Department of the Environment (MDE). The Offeror shall be responsible for any citations(s) received for non-compliance with EPA/MDE regulations/standards relating to any failure of performance/non-performance of the on-site technicians and/or employees of the Offeror for the project.

**R. Compliance with OSHA/MOSHA Regulations/Standards**

Materials, supplies, equipment and/or services shall comply in all respects with applicable regulations/standards of Occupational Safety and Health Act (OSHA) and Maryland Occupational Safety and Health Act (MOSHA). The Offeror shall be responsible for any citation(s) received for non-compliance with OSHA/MOSHA regulations/standards relating to any failure of performance/non-performance of the on-site technicians and/or employees of the Offeror for the project.

**S. Patent Infringements**

The Offeror agrees to indemnify, protect and save harmless the Board of Education, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

**T. Governance by Maryland State Law**

The provisions of this contract shall be governed by the laws of the State of Maryland. The contract shall be governed in all respects by laws of Maryland and any litigation with respect thereto shall be brought on the courts of Maryland. The contractor shall comply with applicable federal and state laws and regulations, including the Americans with Disabilities Act (ADA) of 1990

**U. Insurance Requirements**

1. The Architect/Engineer shall purchase (at their own expense and part of the lump sum price) and maintain such insurance as will protect him, and the Board of Education from claims which may arise out of or result from the Design Professional operations under the contract, whether such operations be by himself or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whom acts any of them be liable.
2. The Architect/Engineer (A/E ) shall not commence services under this Contract for Owner until the A/E has obtained at the A/E's own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall the A/E allow any of its consultants to commence work on any subcontract or services related to this Project until all insurance required of the consultants has been so obtained and approved by the A/E. Approval of insurance required of the A/E will be granted only after submission to the Owner of original certificates or insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
3. The A/E shall require all Consultants 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 A/E in 11.b, 11.d, 11.e, 11.f, and 11.g. The A/E shall furnish Subcontractors' certificates of insurance to the Owner

immediately upon request.

4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction coverage until sixty (60) days prior written notice has been given to the Owner. Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, it's agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the A/E from any liability or obligation imposed upon the A/E by the provisions of this Contract.
6. If the A/E does not meet the insurance requirements of this Contract, the A/E shall forward a written request to the Owner 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 Owner denies the request, the A/E must comply with the insurance requirements as specified in this Contract.
7. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Owner. 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 Owner grants specific approval for an exception.
8. Any deductibles or retentions of in excess of \$10,000 shall be disclosed by the A/E, and are subject to Owner's written approval. Any deductible or retention amounts elected by the A/E or imposed by the A/E's insurer(s) shall be the sole responsibility of the A/E.
9. If the Owner is damaged by the failure or neglect of the A/E to purchase or maintain insurance as described and required herein, without so notifying the Owner, then the A/E shall bear all reasonable costs properly attributable thereto.
10. The Design Professional shall provide to the Facilities Agent a Certificate of Insurance indicating the coverages prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:
  11. Insurance Limits
    - a. The A/E shall purchase and maintain the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.
    - b. 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 advertising injury;
      - \$2,000,000 general aggregate; and
      - \$2,000,000 projects/completed operations aggregate.
    - c. This insurance shall include coverage for all of the following:
      1. Liability arising from premises and operations;
      2. Liability arising from actions of independent contractors;

3. Liability arising from products and completed operations
  4. Contractual liability including protection for the A/E from bodily injury and property damage claims arising out of liability assumed under this Contract; and
  5. Liability arising from the explosion, collapse, or underground (XCU) hazards.
- d. 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:
    1. Liability arising out of ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos); and
    2. Auto contractual liability.
  - e. 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.
  - f. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
    - \$1,000,000 per occurrence;
    - \$1,000,000 aggregate for other than products/ completed operations and auto liability; and
    - \$1,000,000 products/completed operations aggregateand including all of the following coverages on the applicable schedule of underlying insurance:
    1. Commercial general liability
    2. Business auto liability; and
    3. Employers liability.
  - g. Architects or Engineers professional (errors or omissions) liability insurance or its equivalent with minimum limits of:
    - \$3,000,000 per occurrence; and
    - \$3,000,000 per aggregate
12. A certificate of insurance is required to be submitted to the Board of Education verifying that the Design Professional and all subcontractors and consultants to the Design Professional maintain Comprehensive General Liability and Comprehensive Automobile Liability as indicated above ten (10) days after award of bid or prior to commencement of work, whichever occurs first.
  13. The elected and appointed officials, officers, consultants, agents and employees and authorized volunteers of the Dorchester County Board of Education shall be named as additional insureds on the A/E's commercial general liability insurance and umbrella excess or excess liability insurance and each certificate of insurance, or each certified policy if requested, must so state this.
  14. Insurance provided to the Owner and the Owner's elected and appointed officials, officers, consultants, agents and employees under any A/E's liability 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 A/E's commercial general liability and, if required herein, umbrella excess or excess liability insurance policies.)

15. Insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.
16. The Board of Education of Dorchester County is to be named as an additional insured in the Design Professional's Commercial General Liability policy. A forty-five (45) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to The Board of Education of Dorchester County Supervisor of Facilities. The insurance certificate shall state contract number and title.
17. The certificate of insurance must be provided to the Supervisor of Facilities of DCPS, Cambridge, MD, prior to commencement of the Contract.

**V. Occupied Buildings**

Work under this resultant contract will take place while schools are occupied by students and staff. Employees shall conduct themselves in a professional manner while on the Dorchester County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises without further recourse. Any employee required to work on site during school hours shall pass a State of Maryland background check per COMAR.

**W. Tobacco Free and Alcohol/Drug Free Environment**

The Dorchester County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises immediately.

**X. Board of Education of Dorchester County Employees**

No employee of Dorchester County Public School shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

**Y. Failure to Deliver**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Board of Education of Dorchester County, after due oral or written notice, may procure the goods or service from other sources and hold the Design Professional responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board of Education of Dorchester County may have; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by The Board of Education of Dorchester County.

**Z. Liability**

The Design Professional will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellions, and

major forces beyond the control of the contractor that make performance impossible or illegal, unless otherwise specified in the contract.

**AA. Immigration Reform and Control Act of 1986**

The Design Professional certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal immigration Reform and Control Act 1986.

**AB. Antitrust**

By entering into the contract, the Design Professional conveys, sells, assigns, and transfers to the Board of Education of Dorchester County all rights, title, and interest in and to all causes of action the Design Professional may now have or hereafter acquire under the antitrust laws of the United States and Maryland, relating to the goods or services purchased or acquired by the Board of Education of Dorchester County under said contract.

**AC. Relation to the Board of Education of Dorchester County**

The Design Professional will be legally considered as an independent contractor and neither the Design Professional nor its employees will, under any circumstances, be considered servants or agents of the Board of Education of Dorchester County. The Board of Education of Dorchester County will not be legally responsible for any negligence or other wrong doing by the Design Professional, its servants or agents. The Board of Education of Dorchester County will not withhold from the contract payments to the Design Professional any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any amounts for benefits to the contractor. Further, the Board of Education of Dorchester County will not provide to the Design Professional any insurance coverage or other benefits, including Workers Compensation, normally provided by the Board of Education of Dorchester County for its employees.

**AD. Arbitration**

It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents. A/E shall verify that all specifications or documents produced for this scope of work, shall not include or specify the use of arbitration.

**AE. Patents and Royalties**

The Design Professional covenants to save, defend, keep harmless, and indemnify the Board of Education of Dorchester County and all of its officers, departments, agencies, agents, and employees (collectively the "The Board of Education of Dorchester County ") from and against any and all claims, losses damages, injuries, fines, penalties, costs (including court costs and attorney fees) charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Board of Education of Dorchester County . If the Design Professional uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with work.

**AF. Project Staff**

The Board of Education of Dorchester County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Design Professional. If the Board of Education of Dorchester County reasonably rejects the staff or subcontractors, the Design Professional must provide replacement staff or subcontractors

satisfactory to the Board of Education of Dorchester County in a timely manner and at no additional cost to The Board of Education of Dorchester County. The day-to-day supervision and control of the Design Professional's employees shall be the sole responsibility of the Design Professional.

**AG. Sex Offenders**

The Maryland General Assembly has enacted a law that prohibits a person who enters into a contract with DCPS from knowingly employing an individual to work at a school if the individual is a registered sex offender.

It is your duty as a person or entity who has or, who may have, a contract with DCPS to confirm whether an individual you plan to assign to work at a DCPS school is a registered sex offender.

A person who violates this law is guilty of a misdemeanor and or conviction is subject to imprisonment not exceeding five (5) years or fine not exceeding \$5,000 or both.

In the event you assign an individual to work at a DCPS school and a claim or lawsuit is asserted against DCPS or any of its employees or agents as a result of such act or omission, you must indemnify and hold harmless DCPS and its employees and agents from any and all losses, expenses, litigation expenses, attorney's fees, court costs, settlements, judgments or the like.

**SECTION 5 - PROPOSAL FORM SIGNATURE SHEET**  
**BIDDERS MUST SIGN PROPER SPACE BELOW TO VALIDATE BID**

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

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Authorized Representative (Print)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Federal I.D. Number

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Maryland State Registration No.

\_\_\_\_\_  
 Name of Vendor's Contract Administrator

\_\_\_\_\_  
 Telephone Number of Vendor's Contract Administrator

**PLEASE CHECK APPROPRIATE BOXES:**

Small Business

Woman Owned Business

Minority Business

Approved Minority DOT # \_\_\_\_\_

Individual Proprietorship

Partnership

Corporation

Non-incorporated

**SECTION 6 - PROPOSAL CONDITIONS**

**A. Submittal of Proposal**

By submitting a Proposal, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Proposal. Claims for additional compensation and/or extensions of time because of the firm’s failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

**B. Acceptance of Proposals**

The undersigned agrees that this Proposal may be held by the Board of Education of Dorchester County for a period not to exceed ninety (90) days from the date of opening. If written notice of acceptance of this Proposal is mailed, telegraphed or delivered to the undersigned within the time noted above, after the date of the opening of Proposals, or at any time hereafter before this Proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the Board of Education of Dorchester County in accordance with the Proposal as accepted. It is understood and agreed that the Board of Education of Dorchester County reserves the right to award the contract in its best interests, to reject any and all Proposals, to waive any informalities in the Proposals, and to hold all Proposals for the period above noted.

**C. Time for Completion of Work**

The undersigned agrees, if awarded the contract, to commence work within five (5) consecutive calendar days after date of issuance of written notice to proceed and to perform the contract work within the time frame specified within the RFP.

**D. Declaration of Interest**

I/We, the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the Proposal, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

**E. Acknowledgment of Addenda**

I/We acknowledge receipt of the following Addenda:

No. \_\_\_\_\_, \_\_\_\_\_  
Company Name

No. \_\_\_\_\_,

No. \_\_\_\_\_, \_\_\_\_\_  
Authorized Representative Signature

No. \_\_\_\_\_,

**SECTION 7 - ADDITIONAL DOCUMENTS****The following documents are hereby attached:**

Appendix A – Bid/Proposal Affidavit and Contract Affidavit/Mandatory Contract Addendum

Appendix B – Contract AIA B105-2017 – Unmodified Version

Appendix C – Approved FY 2024 Educational Facilities Master Plan (electronic-available upon request)

Appendix D – Approved FY 2024 Capital Improvement Plan (electronic-available upon request)

**Bid/Proposal Affidavit and Contract Affidavit/Mandatory  
Contract Addendum**

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**MANDATORY BID/PROPOSAL AFFIDAVIT**

COMAR 21.05.08.07

Bidder shall complete and submit this bid/proposal affidavit to the Supervisor of Facilities, Dorchester County Public Schools with the bid or offer.

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**B-1 Certification Regarding Minority Business Enterprises.**

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



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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

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(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

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

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**E. AFFIRMATION REGARDING DEBARMENT**

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I FURTHER AFFIRM THAT:

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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

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**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

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**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**K. ACKNOWLEDGEMENT**

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

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obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

By:

\_\_\_\_\_  
(Print name of Authorized Representative and Affiant)

\_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

\_\_\_\_\_  
(Company name)

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**CONTRACT AFFIDAVIT**

MANDATORY CONTRACT ADDENDUM

COMAR 21.07.01.25

Bidder shall complete and submit this contract affidavit to the Legal Department of Dorchester County Public Schools to attach with the contract form.

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

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

I FURTHER AFFIRM THAT:

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

Corporation: \_\_\_ domestic \_\_\_ or foreign

Limited Liability Company: \_\_\_ domestic \_\_\_ or foreign

Partnership: \_\_\_ domestic \_\_\_ or foreign

Statutory Trust: \_\_\_ domestic \_\_\_ or foreign

Sole Proprietorship: \_\_\_ and is registered or qualified as required under Maryland Law.

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

Name and Department ID Number \_\_\_\_\_

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

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

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Name and Department ID Number: \_\_\_\_\_

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

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FUTHER AFFIRM THAT:**

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

**E. DRUG AND ALCOHOL FREE WORKPLACE**

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

**I CERTIFY THAT:**

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the

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

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

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

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

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

(i) The dangers of drug abuse and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

(i) Abide by the terms of the statement; and

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

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

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

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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



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(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance on the contract.

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

By:

\_\_\_\_\_  
(Print name of Authorized Representative and Affiant)

\_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

\_\_\_\_\_  
(Company name)

**Appendix B – Contract AIA B105-2017 – Unmodified Version**

# DRAFT AIA® Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect/Engineer

### **SAMPLE / REPRESENTATIVE DOCUMENTS – FINAL VERSION, DATES OF CONTRACT SUBJECT TO CHANGE PRIOR TO SIGNATURE.**

**AGREEMENT** made as of the « » day of «November » in the year «2021 »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

«Dorchester County Board of Education »« »  
«10435 Downsville Pike »  
«Hagerstown, MD 21740 »

and the Architect/Engineer:  
(Name, legal status, address and other information)

«. »« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

«RFQ-2020-50 – Professional Design Services  
HVAC Replacement at School  
School  
Street.  
Town/City, MD 217

The Owner and Architect/Engineer agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 ARCHITECT'S/ENGINEER'S RESPONSIBILITIES

**§1.1** The Architect/Engineer shall provide architectural AND engineering services for the Project as described in RFQ-2022-18 and this Agreement. The Architect/Engineer shall perform its services consistent with the professional skill and care ordinarily provided by architects/engineers practicing in the same or similar locality under the same or similar circumstances. The Architect/Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Contract for Design Services consists of the following which are defined as the Contract Documents:

1. AIA Document B105-2017
2. Exhibit A - Request for Quotation No. 2022-18
3. Exhibit B – Addendum #
4. Exhibit C - Fee Proposal Form signed and dated
5. Exhibit D - Hourly Rates

**§1.2** During the Design Phase, the Architect/Engineer shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect/Engineer shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect/Engineer shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect/Engineer shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction. Reference the RFQ for specific details regarding scope of services.

**§1.3** During the Construction Phase, the Architect/Engineer shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's/Engineer's authority and responsibility during construction is described in this agreement and in:

1. AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor as modified by the Owner).
2. AIA Document A201-2017, General Conditions of the Contract for Construction as modified by the Owner

**§1.4** The Architect's/Engineer's services during the construction include, but are not limited to, interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work. Reference the RFQ for specific details regarding Scope of Services.

**§1.5** The date of commencement of the contractual obligations shall be the date of this Agreement unless a different date is stated below.

**§1.6** The work on this project will be completed in accordance with the Contract Documents.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect/Engineer are the Architect's/Engineer's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect/Engineer shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect/Engineer grants to the Owner a license to use the Architect's/Engineer's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

Reference RFQ for specific details.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor and AIA Document A201-2017, General Conditions of the Contract for Construction as modified by the Owner. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect/Engineer.

The Architect/Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect/Engineer is responsible for providing a design that mitigates known hazardous materials in accordance with the RFQ.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT/ENGINEER

The Architect's/Engineer's Compensation shall be:

« Design Development (HVAC)  
Bid/Construction Documents (HVAC)  
Bid Process (HVAC)  
Construction Administration (HVAC)  
Post Construction (HVAC)

»

§ 6.1 The Architect/Engineer shall not sell, transfer, or otherwise assign his/her obligations under this Contract or any portion thereof, or its rights, title or interest herein, without the prior written consent of the Contract Administrator.

§ 6.2 The Owner shall compensate the Architect/Engineer with the Contract Sum for the Architect's/Engineer's performance of the Contract.

§ 6.3 There are no reimbursable costs for this project.

§ 6.4 Payments will be made within approximately forty-five (45) days after the receipt of the Architect's/Engineer's accurate/proper monthly statement of services.

§ 6.5 Architectural/Engineering Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect/Engineer shall not provide any services not covered under this agreement without the prior written authorization of the Owner. Owner directives for additional services must be in writing and signed by the parties to this agreement. Compensation for additional design services shall be in accordance with the following schedule:

See: Exhibit D for Hourly Rates per RFQ Fee Proposal form.

§ 6.5.1 Billing for extra work must be presented to the Owner within (5) five days of completing work. If work continues past (30) thirty days, provide the Owner with an update on total to date cost, and hours per additional design service schedule.

§ 6.6 If the services covered by this Agreement have not been completed within twenty-four (24) months from the date of this Agreement, through no fault of the Architect/Engineer, the Architect's/Engineer's compensation for services beyond that time shall be appropriately adjusted, if those services are requested by the Owner.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

## « § 7.1 General Insurance Requirements

§ 7.1.1 The Architect/Engineer and its consultants shall maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the minimum coverages specified herein.

§ 7.1.1.1 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction coverage until sixty (60) days prior written notice has been given to the Owner.

§ 7.1.1.2 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Owner. 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 Owner grants specific approval for an exception.

### § 7.1.2 Insurance Limits

§ 7.1.2.1 The Architect/Engineer shall purchase and maintain the following insurance coverages on an "occurrence" basis which shall be written for not less than the limits specified below or required by law, whichever is greater.

§ 7.1.2.1.1 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 advertising injury;
- \$2,000,000 general aggregate; and
- \$2,000,000 projects/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- iv. Contractual liability including protection for the contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- v. Liability arising from the explosion, collapse, or underground (XCU) hazards.

§ 7.1.2.1.2 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 ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos); and
- ii. Auto contractual liability.

§ 7.1.2.1.3 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.

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

- \$1,000,000 per occurrence;
  - \$1,000,000 aggregate for other than products completed operations and auto liability;
  - \$1,000,000 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. Employer's liability.

**§ 7.1.2.1.5** Architects or Engineers professional (errors or omissions) liability insurance of its equivalent with minimum limits of:

- \$1,000,000 per occurrence; and
- \$1,000,000 per aggregate

**§ 7.1.2.1.6** The Board of Education Dorchester County and its' elected and appointed officials, officers, consultants, agents and employees and authorized volunteers shall be named as additional insureds on the Architect's/Engineer's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the Architect's/Engineer's services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations; and
- ii. Projects 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 the exposures listed above in i. and ii.

**§ 7.1.2.1.7** The certificate of insurance must be provided to the Facilities Department of Dorchester County Public Schools, Hagerstown, MD, prior to commencement of the Contract.

**§ 7.1.2.1.8** No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing this Architect/Engineer from any liability or obligation imposed upon the Architect/Engineer by the provisions of this contract.

**§ 7.2** The Architect/Engineer shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Owner and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct, indirect, willful, or negligent act or omission of the Architect/Engineer (or its employees, consultants, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever including patent infringements occurring or resulting from the Architect's/Engineer's failure to pay any such compensation, wages, benefits, or taxes, and the supplying of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

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This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

«W.David Bromwell» «Superintendent »  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT/ENGINEER**(Signature)

«» « »  
(Printed name, title, and license number, if required)



