





Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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

**NO BID REPLY FORM**

Sealed Bid For: Centennial Lane Elementary School and Hammond Elementary School Playground Replacement

Bid Number: 001.23.B4

Bidder: \_\_\_\_\_

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

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

- \_\_\_\_\_ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_  
\_\_\_\_\_

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

REQUEST FOR PROPOSALS

Centennial Lane Elementary School and Hammond Elementary  
School Playground Replacement

RFP No. 001.23.B4

<b>ISSUE DATE:</b>	<u>August 8, 2022</u>
<b>SEALED BID FOR:</b>	<u>Centennial Lane Elementary School and Hammond Elementary School Playground Replacement</u>
<b>RFP NUMBER:</b>	<u>RFP # 001.23.B4</u>
<b>PRE-BID CONFERENCE DATE:</b>	<u>August 15, 2022</u>
<b>PRE- BID CONFERENCE TIME:</b>	<u>10:00 A.M.</u>
<b>PRE- BID LOCATION</b>	<u>Virtual Conference Call. Please see Invitation to Bid for Instructions.</u>
<b>QUESTIONS DUE:</b>	<u>August 19, 2022 at 12:00 PM, in writing (See "Request for Proposal Notice for Instructions)</u>
<b>PROPOSAL DUE DATE:</b>	<u>August 29, 2022</u>
<b>BID DUE TIME:</b>	<u>10:00 A.M.</u>
<b>BUYER:</b>	<u>Mr. Robert Gill email: <a href="mailto:robert_gill@hcpss.org">robert_gill@hcpss.org</a> (All Questions must be in Writing)</u>

## THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

### Centennial Lane Elementary School and Hammond Elementary School Playground Replacement

RFP #001.23.B4

#### I. INSTRUCTIONS TO BIDDERS

##### A. OBJECTIVES

1. The objective of this Request for Proposal is for The Board of Education of the Howard County Public School System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to award a contract to an approved contractor that is qualified to provide all labor and material for the demolition of existing playgrounds and the installation of new playground systems and protective surfacing for the Centennial lane Elementary and Hammond Elementary Schools in accordance with these documents and current codes. Play systems shall include playground equipment, installation, Play Matta or equivalent per document specifications. Surfaces shall include asphalt subsurface. Manufacturer of surface may specify stone base subsurface which is unacceptable to HCPSS.
2. The Contractor shall provide all material, equipment, labor, and technical supervision required to perform the demolition on the existing playground and the installation of the new playground equipment, subsurface and surface per the requirements of the HCPSS.
3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.

##### B. CONTRACT DOCUMENTS

Contract Documents consist of The General Provisions of Bid Proposal, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) which The Board of Education awards as a result of this solicitation and will become the contract for any future projects awarded. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

##### C. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Robert B. Gill  
(410) 313-4584  
[robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

- b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

D. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Request for Proposal, please direct all questions in writing to Mr. Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org) of the Issuing Office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

E. DUE DATE AND TIME

One Original Bid must be submitted electronically via e-mail per the instructions by the time, date and location specified in the Notice to Bidders page in order to be considered for this project. If a Bidder includes supplemental documents such as brochures, they must attach a copy of all the supplemental materials to the Original Bid.

LATE BIDS CANNOT BE ACCEPTED. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS will not accept the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

F. CLARIFICATIONS AND ADDENDA

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

2. Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal. The Bidder shall acknowledge the receipt of all addenda on the Bid Form.

G. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the

HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

H. SIGNING OF FORMS

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

A. WITHDRAWAL OF BIDS

1. Proposals may be withdrawn if a written request is received by the Purchasing buyer prior to the time and date specified for the submittal of the proposal. Telephone calls for these purposes are not acceptable.
2. No proposal shall be withdrawn after the scheduled closing time for opening the Proposals. Bidders are responsible for the accuracy of their Bid Proposals. Negligence on the part of the bidder in preparing its Bid Proposal confers no right of withdrawal, modification or cancellation of the bid after deadline for receipt of Bid Proposals

## THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

### Centennial Lane Elementary School and Hammond Elementary School Playground Replacement

BID #001.23.B4

## II. GENERAL TERMS AND CONDITIONS

### A. ADDITIONAL ORDERS

1. Unless it is specifically stated to the contrary in the bid response, Howard County Public Schools reserves the option to place additional orders against this award as a result of this solicitation for future projects at other Howard County Public School locations that are similar in size, scope and configuration for two years after the date of this award, if it is mutually agreeable.

### B. CONTRACT DOCUMENTS

1. By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents and the above listed will become the contract for any awarded projects awarded under this contract.
2. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including but not limited to the General Conditions, Terms and Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

### C. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

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

### D. BRAND NAME OR EQUAL

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.

2. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
3. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

E. PROPOSED SUBSTITUTIONS

1. Bidders bidding on a substitute MUST submit product literature prior to or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
2. Failure to submit the above required information may result in rejection of the item.
3. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserve the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

F. PRICE ADJUSTMENTS

1. Contract Prices are to remain fixed for the first year. Request for Price increases for the remainder of the contract period will be considered, but must be submitted in writing to the Purchasing Representative at least sixty (60) days prior to contract expiration for approval. The Howard County Public School System will consider adjustments based on the following conditions:
2. Request must be accompanied by supporting documents sufficient to justify the requested increase (e.g., letters from suppliers regarding price increase in raw materials).
3. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
4. The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must



accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.

5. Price increase requests will not be considered if not accompanied with the proper information and documentation to support the request.

G. CONTRACT MANAGER

1. The Howard County Public School System's Contract Managers, Mr. Charles Nethken, Grounds Department [charles\\_nethken@hcpss.org](mailto:charles_nethken@hcpss.org) (410) 313-2577 shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications on projects are to be directed to the Contract Manager (or designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the Purchasing Office confirming this additional work and the applicable additional cost.

H. SITE INVESTIGATION

1. By submitting a bid, the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. If a contractor would like to inspect the schools' site location prior to submitting their proposal they must contact the Contract Manager listed above in advance to make arrangements to inspect the site. No contractor shall enter any HCPSS school property prior to receiving approval for a site visit. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.

I. PERFORMANCE AND LABOR AND MATERIALS BONDS

1. The Awarded Contractor(s) shall furnish a 100% Performance and Labor and Materials Bond for any projects that exceed \$25,000 during the term of the contract.
2. Bonds shall be written by an "A"-rated bonding company and on the United States Treasury List to provide bonds for the Federal Government, licensed to do business in the state of Maryland and otherwise acceptable to The Howard County Public School System. Bonds shall be executed on AIA Document A312, or a bonding form approved by the HCPSS.
3. Bidders shall enclose a letter from its bonding company stating its willingness to provide the Bidder with Performance, and Labor and Materials bonds.

J. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES

1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a Multi Step Bid in the interest of the Board.

K. BIDS FIRM FOR 360 DAYS

1. Bid prices shall remain firm for three hundred and sixty (360) calendar days from the date of opening to accommodate the award of the second playground in the spring of 2023.

L. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their technical offer.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

M. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must submit a written question to the purchasing representative listed in this document no later than the question due date and time listed in the document. The Purchasing representative will issue a written Addendum to address the concern. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the HCPSS Purchasing web site at: [purchasing.hcpss.org/business-opportunities](http://purchasing.hcpss.org/business-opportunities).
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
4. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

N. CANCELLATION OF THE BID

1. HCPSS may cancel this RFP, in whole or in part, at any time before the opening of the Solicitation.

O. BID ACCEPTANCE

1. The Howard County Public School System reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

P. ERRORS IN BIDS

1. Failure of the bidder to thoroughly understand all aspects of the RFP before submitting his Proposal will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

Q. SIGNING OF FORMS

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

R. MODIFICATIONS AND WITHDRAWAL OF BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time bids are due.

S. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

T. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

U. UNIT COSTS ON QUOTES UNDER THIS CONTRACT

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the total quote prices in the response to this bid.
2. All work shall minimally follow current OSHA 1926.1101 regulations.

V. CONTRACTOR'S LABOR AND MATERIAL RATES

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized quotes for any HCPSS project utilizing this contract. Travel time shall be borne by the Contractor.
2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as

agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the school system.

3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manger shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
5. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.
6. Invoices may be requested from the Contractor to demonstrate the percentage cost over invoice submitted for Time and Material Rates for materials, equipment rental and subcontractors.

W. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
3. Bidders must be authorized distributors for items listed in this bid. The Howard County Public School System reserves the right, before awarding the contract, to require Bidders to submit evidence of qualification as it may deem necessary, in order to determine the Bidder's qualifications and abilities.
4. Howard County Public Schools reserves the right to make such reasonable investigations and/or inspection of any bidder's place of business/facilities prior to award of the contract to satisfy questions regarding the bidder's capabilities and responsibility.

X. SAMPLES

1. When requested, samples shall be delivered to the Howard County Department of Education Purchasing representative prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within five (5) days of request for award consideration.

2. Delivery of samples shall be to: The Howard County Public School System, Attn; Robert Gill, Purchasing Department, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
3. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
4. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
5. Samples from the successful bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

Y. ETHICS REGULATIONS

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

Z. DEBARMENT STATUS

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

AA. REJECTION OF ITEMS

1. If after the award of this bid any item is found to be unsatisfactory even though it appeared to meet the bid specifications, the Howard County Department of Education reserves the right to reject the item and negotiate for a more satisfactory item.

BB. TERMINATION FOR DEFAULT

1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

CC. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be

reimbursed for any anticipatory profits which have not been earned up to the date of termination.

DD. LIQUIDATED DAMAGES

1. Liquidated damages shall be assessed at the rate of **five hundred dollars (\$500.00)** per calendar day beyond the completion date indicated on the purchase order for work not 100% complete.
2. The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.
3. In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.
4. Any delays to projects must be communicated to the Contract Manager.

EE. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
  - FEDERAL TAX ID: 52-6000968
  - MARYLAND SALES TAX: 30001219
  - FEDERAL EXCISE TAX: 52-73-0257K
2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

FF. BILLING AND PAYMENT

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contract Manager), at the completion of each job. Invoices must contain the following information:
  - a) Purchase Order Number
  - b) Name of school
  - c) Description of work along with quantities
  - d) Start date and completion date
  - e) Total Project Cost
  - f) Change order cost
  - g) Total Due
  - h) Total remaining balance

GG. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

HH. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this bid without a purchase order.

KK. INVOICE AND PAYMENT

1. The Contractor shall submit invoices in triplicate to the Howard County Department of Education, 10910 Clarksville Pike (Route 108), Ellicott City, MD 21042-6198, Attn: (Name of ordering contact person), Invoices must contain the following information:
  - i) Purchase Order Number
  - j) Name of school
  - k) Description of work along with quantities
  - l) Start date and completion date
  - m) Total due

LL. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

MM. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

NN. ASSIGNMENTS

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

OO. SUBCONTRACTORS

1. The bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The contractor will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the

subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The contractor is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.

2. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
3. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

PP. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

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

QQ. CRIMINAL HISTORY BACKGROUND CHECKS

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

RR. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article.



An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

SS. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

TT. MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

UU. BUILDING/SITE OCCUPANCY

1. Under no circumstances shall any driveway, access road or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

VV. PROJECT SCHEDULE

1. The majority of play system installation work will take place during the summer and occasional weekends. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected Contractors are to expect time constraints for any given project.
2. A school calendar for the current school year is available at the [hcpss.org](http://hcpss.org) website.
3. By submission of a bid, the Bidder agrees that once work commences, it shall be pursued on a daily basis until completed. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified on the Purchase Order.

WW. LOCAL OFFICE

1. The Contractor shall maintain a local office with telephone available for receiving and make calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 150 miles of the school system.

XX. CONTRACTOR'S COORDINATOR

1. The Contractor shall provide, at least one person who shall be designated as the Project Manager and have one (1) 100% on-site Supervisor. The Project Manager shall be the Contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Supervisor shall manage the job on-site and supervise all on-site personnel.
2. The Project Manager should be readily available to review all phases of the project when requested by the school system. The Contractor shall notify the school system for his approval of any changes in persons designated as Project Manager.

YY. WORKING HOURS

1. Normal hours of work will be from 6:30 am to 6:30 pm Monday through Friday. Premium hours will be all other times. Overtime will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Overtime (Premium Rate) shall be as shown in the proposal for change order work. Work may be performed while school is in session with minimal disruption of school activities.
2. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the Contractor. The school system reserves the right to inspect such off-site work, including the manufacturer's premises at any time.

**ZZ. MAINTENANCE OF MANPOWER**

1. Any staff changes must be reviewed and approved by HCPSS prior to any reassignments being made.

**AAA. RIGHT TO ASSIGN WORK**

1. The school system reserves the right to complete particular projects through this Contract, through the use of HCPSS employees or to obtain separate Contracts through its normal procurement process according to the best interests of the school system.

**BBB. PROTECTION OF ADJACENT FACILITIES AND PROPERTY**

1. The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He shall adequately protect adjacent property as provided by law and the contract documents.
2. If deemed necessary, box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment for any ropes or derricks. Replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the Howard County Public School System.
3. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority, he shall so act without appeal. Any compensation claimed by the Contractor on account of emergency work shall be only authorized by the Howard County Public School System.

**CCC. RESPONSIBILITY OF BIDDERS**

1. The Contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.

**DDD. PERMITS, CODES, AND LAWS**

1. All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws including, but not limited to the following:

National Fire Protection Association (NFPA)  
Basic National Building Code (BOCA)  
International Building Code (IBC)  
State Building Code (SBC)  
Local Building Codes (LBC)  
National Electrical Code (NEC)

2. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
3. The Contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's Superintendent shall be designated as the "safety inspector," unless the Contractor appoints another.
4. Contractor shall apply for, and pay for, all permits required to perform this work. These costs are to be included in Contractor's Bid Price.

EEE. ASBESTOS MATERIALS

1. No products shall contain asbestos.
2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.
3. Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

FFF. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

1. Any contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The Contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.
2. A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.
3. Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.
4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.

5. HCPSS will provide project notification and educational pamphlets as required per the Rule.
6. Contractor is to notify HCPSS project manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.
7. The Contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.
8. HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

GGG. SITE WORK REQUIREMENTS

1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of Owner's employees. Job site shall be kept clean and free of debris.
2. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any work performed outside of these hours.
3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

HHH. FLAGGING OF MOTOR VEHICLE TRAFFIC

1. For all construction contracts requiring the flagging of motor vehicles licensed for operation on the highway of Maryland, said flagging shall be conducted as specified in the Manual on Uniform Traffic Control Devices for Streets and Highways.

III. BARRICADES AND WARNING SIGNS

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Effective barricades shall protect all highways and other department facilities closed to vehicular traffic, and obstructions shall be illuminated during hours of darkness with electric lights.

JJJ. PRESERVATION AND RESTORATION OF PROPERTY

1. The Contractor shall be responsible for all damage or injury to property or any character during the execution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials; and said responsibility shall not be released until the work has been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing

before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure to make good such damage or injury, the Board of Education may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed from any monies due to which may become due the Contractor under this contract.

2. Further deterioration of the property site, over and above the estimated repair cost, as a result of weather, vandalism, etc. shall be negotiated for repair using a square foot, lineal foot, or square yard basis.
3. Contractor is responsible for seeding and strawing all disturbed areas. Seed mix MUST be certified seed approved by the contract manager prior to application.

KKK. SEEDING TRANSITIONAL AREAS Overseed all transitional areas between new and existing turf.

1. Scarify area four (4) feet wide from edge of newly placed to existing turf.
2. Fill area with approved furnished topsoil to taper from finished grade to existing grade to turf to be overseeded.
3. Apply certified seed mixture specified for overseeding at the rate of five (5) lbs. per 1,000 square feet.
4. Rake to form a smooth even slope from seeded area to existing grade.
5. Roll lightly to press seed in contact with soil.
6. Protect seeding work and materials from damage due to landscape operation, operations by other workmen, trades and trespassers. Maintain protection including temporary fence, barrier and/or signs during installation and maintenance periods.
7. The finished seeded surface shall be smooth and true to a tolerance of 0.1 foot, and if any irregularities or water retaining depressions occur, they shall be corrected by regading, placing additional topsoil, and reseeding. The area shall be free of stone, sticks or other material one-half inch or more in any dimension.
8. Mulch the newly planted area with straw 1/2 " - 1" thick, 1-2 bales per 1,000 square feet or with cellulose fiber at a rate 650 lbs /half acre.
9. Stabilize the mulch with wither chemical tacking, cellulose fiber or Crimping. Precautionary measures shall be taken to prevent marking or defacing structures, pavement, utilities or plantings.
10. Excess and waste material shall be removed daily, all pavements shall be left broom cleaned, and all damaged areas of existing turf shall be restored to their original condition.

LLL. FINAL CLEANING

1. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the Contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the Contractor's operations. The adjoining areas

mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

**MMM. WARRANTY**

1. The Contractor shall guarantee all work and materials for the period as stated in solicitation documents, the manufacturer's specifications and/or for at least a period of one year from the date of acceptance and shall correct any deficiencies without charge.
2. The Contractor shall agree that any supplies/products or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies/products and services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Board of Education by any other Clauses of the contract.

**NNN. DEMONSTRATION**

1. Should any using school or office require a demonstration of equipment furnished by a Contractor, the supplying Contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

**PPP. SIGN-IN REQUIRED - OCCUPIED BUILDINGS**

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site on a daily basis during the course of each project.
2. Work under this contract and any resulting contract or sub-contract may at times take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard 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 and may be prohibited from further servicing the HCPSS contract.

**QQQ. IDENTIFICATION**

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

RRR. SPECIFICATIONS AND SCOPE OF WORK

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

SSS. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

TTT. INDEMNIFICATION

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

UUU. ORAL PRESENTATION

1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

VVV. MULTIPLE PRICES

1. No bidder will be allowed to offer more than one price on each item regardless of the availability of several items that they feel may perform the same function or meet the specification as the item(s) described in the solicitation. The bidder must determine for themselves which item to offer and submit one price only. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of HCPSS.



WWW. PROPRIETARY OR CONFIDENTIAL INFORMATION

1. Bidders must specifically identify those portions of their proposal, if any, which they deem to contain confidential or proprietary information of trade secrets and must provide justification to be considered by HCPSS in determining whether such material, upon request, should not be disclosed. All requests for information shall be handled in accordance with the freedom of Information Act.

XXX. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a project or at any time during the project, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. See Exhibit C - sample of scorecard.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

YYY. ACCESS TO PUBLIC RECORDS ACT

1. All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.
2. Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.
3. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

ZZZ. RATES AND MARK-UPS - CONTRACTOR'S LABOR AND MATERIAL RATES

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the

itemized quotes for any HCPSS project utilizing this contract. Travel time shall be borne by the Contractor.

2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the school system.
3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manager shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
5. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.
6. Invoices may be requested from the Contractor to demonstrate the percentage cost over invoice submitted for Time and Material Rates for materials, equipment rental and subcontractors.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Centennial Lane Elementary School and Hammond Elementary School Playground  
Replacement

BID #001.23.B4

I. PROCESS INSTRUCTIONS - BIDS, FORMS AND EVALUATION

A. BASIS FOR AWARDING BIDS

1. Contract award will be made by the Board of Education to the responsible Bidder(s) who conforms to the specifications, offers a cost-effective design to meet budgetary constraints and offers a design that, as evaluated by the school system's Committee, most reflects the criteria for award as set forth in this document.
2. The technical portion of the proposal will be an important consideration in making the award. Therefore, the proposal should contain the necessary requirements as specified herein. The merits of each proposal will be evaluated in accordance with the terms of the requirements and in relation to the criteria listed below.

Technical Criteria

- a) Safety/age appropriateness
  - b) Challenge level
  - c) Play/traffic patterns
  - d) Upper body skills
  - e) maintenance requirements
  - f) Cost effective design
  - g) Adherence to specifications and requirements
3. It is the school systems intent to award the Centennial Lane Elementary School Playground once approved by the Board of Education and start the project early this fall and a completion date of 3/1/2023. The Hammond Elementary School Playground is expected to be completed by 8/25/23 upon approval from our Board and contingent to available funding.
  4. The Howard County Public School System reserves the right to make an award of the bid for all items, group by group, item by item, any parts, in full, to one or more Bidders, or no award at all, as set forth in detail under the information furnished in this document. HCPSS further reserves the right to consider information other than price when evaluating bids. HCPSS may evaluate bids against sample projects selected by the Purchasing Office.
  5. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
  6. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or

imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

## II. SUBMITTAL AND SELECTION PROCESS

1. HCPSS will evaluate proposals on the basis set forth in this section. A contract may be awarded the Provider(s) whose proposal best meets HCPSS requirements and needs at the time of the award and whose fee structure is in the best interest of HCPSS. Proposals shall comprehensively address all of the desired services outlined in the Request for Proposal and Description of Services shall demonstrate the successful performance of similar contracts by the Provider making the proposal and shall offer the most cost-effective proposal for the desired services.
2. Proposals shall be evaluated by an Evaluation and Selection Committee (the "Committee"), which may request additional technical assistance from any source. The Committee shall first review each proposal for compliance with requirements of the Request for Proposal. The Committee may waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.
3. The Committee will use the following criteria in preparing its technical evaluation of each qualifying proposal:

A.	Technical Criteria	20
B.	Proposed Designs	15
C.	Experience and References	15
D.	Costs	50
4. Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the respondent making the submittal and shall offer the most cost-effective submittal for the desired services. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Committee.

### TECHNICAL SUBMITTAL AND EVALUATION

The selection procedure for procurement of this contract requires that an Evaluation by the HCPSS Committee be performed of the Technical Offers submitted by the Bidders.

1. TECHNICAL OFFER
  - a) This should be prepared in a clear and precise manner. All appropriate points of the Bid solicitation must be addressed.
  - b) The form(s) shall be filled in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer. Blank forms for each of the required items are furnished in the bid package along with a checklist of all the documents/items/responses that need to be submitted in your technical offer.

- c) Bidders shall use the forms as provided. Substitute forms and/or data may not be considered.
- d) Detailed responses to the Technical Criteria listed under the Process Instruction – Bids, Forms, and Evaluation (Section A) - Basis for Awarding Bids, paragraph 2.

TECHNICAL OFFER CRITERIA

1. The following information **(items 3 through 8)** must be furnished in the Technical Offer portion. Failure to include any of the items below in your response may result in the Bid being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile their Technical Offer in this same order.
2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your Technical Offer. Substitute forms and/or data may not be considered.
3. **TRANSMITTAL LETTER:** A transmittal letter prepared on the Bidder's business stationery should accompany the Technical Offer. The purpose of this letter is to transmit the Technical Offer; therefore, it should be brief, but shall list all items contained within each volume as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the Technical Offer.
4. **Bidders shall submit three (3) different designs (two and Three dimensional) for the K - Area (Ages 2 to 5). Please note that each design must be labeled at the top with the category (K-Area 2-5 and the "design" number 1, 2, 3) for easy identification each design must fall within the dollar figure provided as the base bid on the proposal price sheet.** Bidders will also include information on a recommended Protective Surface, such as Play Matta or proposed equal. The HCPSS reserves the right to select one or more of the designs submitted by the Bidder for each of the schools. Each design shall include:
  - a) Manufacturer
  - b) Installer
  - c) Identifiable number and category
  - d) Drawing (two and three dimensional)
  - e) All measurements and dimensions inclusive of subsurface and surface depths
  - f) Surface manufacturer and specifications inclusive of manufacturer and warranty information.
  - g) Surface manufacturer (Play Matta or equivalent) and specifications inclusive of manufacturer and warranty information.
  - h) List of components
5. Bidder shall provide a list and pictures of ten (10) interactive panels that the evaluation committee may select from.

6. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for four (4) recent projects, within the past three years, which demonstrate your firm's experience with Playground Equipment Installation and Surfacing Services. Higher consideration will be given to those jobs that demonstrate your firm's experience at working within a public school system under accelerated schedules.
- a) As indicated on the form, the following information is to be provided for each project:
    - (1) Customer/Owner's name, address, contacts names and telephone number;
    - (2) A brief description of the project including:
      - (a) Type of playground equipment installation and surfacing service performed, installation, replacement, repair, etc;
      - (b) Setting (school building, etc.);
      - (c) Name of your firm's Project Manager and Installer;
      - (d) Dollar amount of the contract;
      - (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
      - (f) Official start date and completion date;
      - (g) List all similarities of your projects to this project.
  - b) **NOTE:** Experience noted must demonstrate the Bidder's knowledge and ability to perform similar playground equipment installation work and surfacing for a public school system. The Bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.
  - c) The references listed on the Contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm's ability to do a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.
  - d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.
7. **KEY PERSONNEL FORM:** Complete the enclosed "Key Personnel Form", provide the names of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), and Installer to be assigned to this contract if awarded and a complete "Key Personnel Form" for these people inclusive of the following:
- (1) Technical Training/Educational background;
  - (2) Direct work experience with the bidding firm;
  - (3) Work experience with other employers, duration of employment and position(s) held;
  - (4) Specific project experience similar to play system installation, service and repair work described herein. Include:
  - (5) Individual's role on each project;
  - (6) A brief description of the project including the type of play system installation and surfacing, the dollar volume of project and the start and completion dates;
  - (7) Personnel References: Provide two (2) project references for the Project Manager and Installer in the space provided on the Key Personnel Form. All references must include a contact person

and telephone number who can comment on the individual's ability to manage a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate. All references will be held in the strictest of confidence.

- a) **NOTE:** Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
  - b) **NOTE:** Higher consideration will be given in the evaluation if the Project Manager and Installer have worked together on previous successful projects and have demonstrated experience on projects similar in scope to the school system's projects.
8. **PROFILE OF COMPANY FORM:** Complete the enclosed "Profile of Company Form" included with this bid package. Please be sure to include a brief, but informative history of your firm including its bonding capacity. It is required that your firm has a least five (5) years playground installation experience. The Contractor must maintain an office within a 150 mile radius of the Howard County Public School System. Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.
- (1) Copy of Contractors License
  - (2) Specimen copy of Certificate of Insurance
  - (3) Number of incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or letter stating no incidents on company letterhead.
  - (4) Enclose a letter from your bonding company stating its willingness to provide your firm with Performance bonds for the projects over \$25,000.

#### EVALUATION BY COMMITTEE

- 9. Once the technical scores have been tabulated the most responsive and responsible bidder that achieves the highest combined total score will be recommended for award.
- 10. Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

### **III. SPECIFICATIONS**

#### **A. OBJECTIVES**

- 1. The objective of this Request for Proposal is for The Board of Education of Howard County System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to award a contract to an approved contractor that is qualified to provide all labor and material for the installation of playground

systems equipment and surfacing for the Centennial Lane Elementary and Hammond Elementary Schools playground replacement requirements in accordance with these documents and current codes. Play systems shall include playground equipment, installation, drainage system and protective surfacing, Play Matta or approved substitute equivalent surface per manufacturer's specifications. Contractors will be responsible for all demolition and removal of existing playground equipment, surface, drainage system, and subgrade. Play Matta or equivalent surfaces shall include asphalt subsurface. Manufacturer of surface may specify stone base subsurface which is unacceptable to HCPSS.

2. The Contractor shall provide all material, equipment, labor, and technical supervision required to perform the installation of playground equipment, subsurface and surface per the requirements of the HCPSS.
3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.

A. CONTRACTOR REQUIREMENTS

1. Contractor shall have a minimum of five years experience as a playground installer.

B. SUBMITTALS

1. The following shall be submitted to the Contract Manager after award of a project contract:
  - a) Certificate of Insurance
  - b) Performance, Labor & Material Bonds
  - c) Two copies of maintenance manuals (after acceptance)
  - d) Tools for tightening/adjusting equipment (after acceptance)

C. PROJECT SCHEDULE

1. A delivery and installation schedule shall be provided to the Contract Manager after receipt of a Purchase Order.

D. COORDINATION

1. It will be the responsibility of the Contractor to coordinate specific timing with the school system's Construction Manager if school renovation or construction is taking place at the time of installation.

E. HCPSS RIGHT TO REPOSITION COMPONENTS

1. The Howard County Public School System, prior to installation, has the right to have the Contractor reposition activity components, if appropriate and if field conditions warrant an adjustment, at no additional cost to the school system.

F. PLAYGROUND SITE SAFETY/STORAGE

1. The perimeter of the playground site upon the start of the project shall be fenced with a minimum 3 ft. high safety fence and is to remain fenced until the final inspection of the project. Additional barriers, warning signs, etc. may be requested by the school system.

G. PLAYGROUND EQUIPMENT

1. All equipment and installation:
  - a) Shall meet the performance requirements as stated in ASTM F 1487-07, or current standard.



- b) Shall be certified by the International Play Equipment Manufacturers Association (IPEMA).
    - c) Equipment shall be installed by factory certified installer.
  - 2. Play areas shall meet ADA/ABA Proposed Accessibility Guidelines for Play Areas.
  - 3. Contractors shall install ground level activities that are reachable by the accessible path. At least fifty percent (50%) of elevated components are to be accessible.
- H. K-AREA (Ages 2 to 5)
  - 1. Estimated Dollar range Not to Exceed \$95,000 per project.
  - 2. Equipment shall be designed for children ages 2 to 5. The mode of use, level of challenge, and play/traffic patterns of adjacent components shall be compatible to this age group.
  - 3. Equipment shall be designed for and installed within an area of 30' x 45'. The dimensions given are to be used as a reference for this bid. Actual field dimensions may vary and, subsequently, may necessitate modifications or adjustments to the equipment prior to installation.
  - 4. Equipment design shall not include suspension bridges, fireman poles, tunnel slides, track rides, chair or cable walks, log rolls, roller slides, horizontal ladders, flexible climbing devices, wavy mirrors, roofed areas, exposed springs or moving parts such as swings and seesaws.
  - 5. The K-area structure may have up to three decks (decks are to be minimally 16 sq.ft. each) excluding those provided to facilitate a child with mobility impairments to move from one height to another. **Activity panels or individual stand-alone activities are acceptable. Ground level designs are acceptable.**
  - 6. The K-area shall have a minimum of seven activity components with a 4 foot deck height. Activity components must include minimally equipment selected from the following activity types:
    - a) Climber type wall
    - b) Balance activities
    - c) Chin up bar -- 4 foot maximum height
    - d) Age appropriate signage
    - e) Ground level Activity Panels (minimum of 2)
    - f) All posts shall be minimally 4-1/2" in diameter
  - 7. The bidder shall provide ten (10) panels to choose from to allow for a wider variety for the end user (the school) to select from.
  - 8. Duplicate pieces are unacceptable. Duplicate activity types are permitted. Activity components must meet CPSC guidelines and ASTM standards.
  - 9. Crawl tube length shall be no more than 4 feet.
  - 10. Steering wheels and telescopes (not considered as one of seven required activities) may be incorporated into the bidder's design.
- I. PLAYGROUND PROTECTIVE SURFACING – Play Matta or approved substitute equivalent.

1. PRODUCT
    - a) Play Matta or equivalent playground surfacing (samples may be requested).
    - b) Surfacing shall be certified by the International Play Equipment Manufacturers Association (IPEMA).
    - c) Surface shall be installed by factory certified installer
    - d) Surface shall meet or exceed standards ASTM-F1292-04 and ASTM-F1951-99 or current standard and proof of certification must be submitted to Contract Manager for approval.
  2. BASE INSTALLATION
    - a) Asphalt: requires a 6 inch stone base (CR6) and 4" of Base Course Asphalt (in two lifts) with a 2% slope
    - b) Crushed Stone Subsurface: NOT ACCEPTABLE.
    - c) Asphalt shall be installed prior to playground equipment installation.
    - d) Positive drainage
  3. EXECUTION
    - a) Surface to be installed on asphalt subsurface around play equipment area.
    - b) Thickness shall be to manufacturer's specification relative to fall height.
    - c) Colors shall be standard (no extra charge) sample of the colors maybe requested.
  4. PREPARATORY WORK
    - a) Stored materials shall be protected from exposure to harmful environmental conditions.
    - b) Install surfacing system when the minimum ambient temperature is 40 degrees F and the maximum ambient temperature is 90 degrees F.
  5. METHODS
    - a) Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground installation and other relevant work has been completed.
    - b) Substrate preparation must be in accordance with the surfacing manufacturer's specification. New asphalt must be fully cured- up to 30 days or per the direction of the Contract Manager.
  6. INSTALLATION
    - a) Installation shall be per manufacturer's specifications.
  7. SURFACE WARRANTY
    - a) Ten (10) years from date of completion of work.
- J. PLAYGROUND PROTECTIVE SURFACING - PLAY MATTA OR APPROVED SUBSTITUTE EQUIVALENT SURFACE.

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Protective surfacing for playground area.
- B. Sub base under resilient surfacing.

- C. Tapered edge transitions.

## 1.2 REFERENCE STANDARDS

- A. ASTM D2047 - Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- B. ASTM F1292 - Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment.
- C. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- D. CPSC Pub. No. 325 - Public Playground Safety Handbook; Consumer Products Safety Commission.

## 1.3 DEFINITIONS

- A. Use Zone: The area beneath and immediately adjacent to a play structure or equipment (play event) that is designated for unrestricted circulation around equipment, and on whose surface it is predicted that a user would land when falling from or exiting the equipment.
- B. Critical Fall Height: The maximum fall height at which the protective surfacing meets the requirements of ASTM F1292.
- C. Fall Height: The vertical distance between the finished elevation of the designated play surface and the finished elevation of the protective surfacing beneath it as defined by ASTM F1487.
- D. Protective Surfacing: Resilient ground surfacing. The characteristics of the protective surfacing are based on the fall height of the playground equipment. Changes in either the surfacing or the fall height, particularly reducing the resilience of the protective surfacing or increasing the fall height, will reduce safety-related performance.
- E. Sub base: A layer under the resilient layer of the protective surfacing but over the subgrade; may be rigid, as in concrete or bituminous, or aggregate.
- F. Subgrade: The surface of the ground on which the protective surfacing is installed.

## 1.4 SUBMITTALS FOR EACH PROJECT

- A. Product Data: For all manufactured surfacing products, provide manufacturer's product data showing materials of construction, compliance with specified standards, installation procedures, and safety limitations.
  - 1. Include IPEMA certifications where required.
- B. Shop Drawings: Detailed scale drawings showing locations of playground equipment and exposed footings, bases, and anchorage points.

1. Clearly identify footing and base elevations in relation to a fixed survey point on site and to subgrade elevation and depth of protective surfacing, surveyed by land surveyor licensed in the State in which the Project is located.
  2. Show locations of underground utilities, storm-drainage system and irrigation system.
  3. Show locations of related construction such as walkways and roadways, fences, site furnishings, and plantings.
  4. Show measured fall height for each playground equipment item, determined in accordance with ASTM F1487.
  5. Show Use Zone perimeters, determined in accordance with ASTM F1487.
- C. Samples: For each product for which color must be selected provide color chart showing full standard range of colors.

#### 1.5 QUALITY ASSURANCE

- A. Maintain one copy of the latest edition of ASTM F1487 and CPSC Pub. No. 325 at project site.
- B. Installer Qualifications: Company certified by manufacturer for training and experience installing the protective surfacing; provide installer's company name and address, and training and experience certificate.

#### 1.6 WARRANTY

- A. Provide minimum 10 year warranty for playground surfacing.

### 2. PART 2 - PRODUCTS

#### 2.1 DESIGN CRITERIA

Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.

1. The protective surfacing constitutes a resilient layer installed over the subgrade, with the top of playground equipment footings and anchorage devices located below the surface of the subgrade.
2. Use Zone: The protective surfacing has been designed to provide acceptable impact attenuation as defined in ASTM F1292 for Critical Height of 7 feet.

#### 2.2 MATERIALS

- A. Tile Surfacing: Interlocking recycled PVC tile mat with impact attenuating shock pad design and perforated top surface; on a rigid sub base.
  1. Tile Size: 20 inches by 20 inches.
  2. Coefficient of Friction, when wet: 0.8, minimum, when tested in accordance with ASTM D2047.
  3. Resilient Depth: As required to achieve specified Critical Fall Height as defined in ASTM F1292 but not more than depth indicated; maintain top of sub base elevation flush with adjacent grades.
  4. Color: As selected from manufacturer's standard range.

5. Certification: Provide IPEMA certification of ASTM F1292 Critical Fall Height at thickness specified.
  6. Basis of Design Product: Original Tile manufactured by Play Matta.
  7. Accessories: Provide manufacturer's standard tapered transition elements to support surfacing between changes of surface grade.
- B. Geotextile Fabric: Manufacturer's Standard.
1. Layer 1: Installed below the shock pads per manufacturer's recommendations.
  2. Layer 2: Installed above the shock pads per manufacturer's recommendations.

### 3. PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Playground equipment installer will perform playground layout prior to installation of footings; verify correctness of layout before starting this work.
- B. Verify that playground equipment and site furnishings and irrigation system located within playground area are complete.
- C. Verify location of underground utilities and facilities in the playground area. Damage to underground utilities and facilities will be repaired at Contractor's expense.
- D. Verify that subgrades are at proper elevations and that smooth grading is complete.
- E. Verify that proper depth of surfacing is marked on base supports of playground equipment.

#### 3.2 PREPARATION

- A. Correct subgrade irregularities to ensure that required depth of protective surfacing can be installed, and subgrade elevation is in accordance with manufacturer's requirements.
- B. Inside Use Zones remove all obstructions that would extend into the resilient protective surfacing.
- C. Remove rocks, debris, and other similar items.

#### 3.3 SUBBASE

- A. Install bituminous sub base as indicated .
- B. Install with top surface of sub base no higher than grades and levels indicated and not more than 1/4 inch lower than grades and levels indicated.
- C. Install in true, even plane, sloped to provide positive drainage.
- D. Flatness Tolerance: 1/4 inch in 10 feet, maximum.
- E. Cure sub base up to 30 days but not less than required by manufacturer of resilient surfacing.

### 3.4 RESILIENT SURFACING LAYER

- A. Install in accordance with CPSC Pub. No. 325, ASTM F1487, manufacturer's instructions, and requirements of authorities having jurisdiction.
- B. Install proper thickness throughout UseZone(s).
- C. Clean and dry surface of sub base.
- D. Tiles: Lay tile with cut end tiles of equal width.
  - 1. Make cutouts around equipment not more than 3/8 inch in width; remove and refit tile as required to reduce gaps.
  - 2. Fill and seal gaps around equipment with exterior grade sealant.

### 3.5 CLEANING AND PROTECTION

- A. Restore adjacent existing areas that have been damaged from the construction.
- B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- C. Clean playground area of excess construction materials, debris, and waste.
- D. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.
- E. Protect installed products until Substantial Completion.
- F. Replace damaged products before Substantial Completion.

### K. INSTALLATION

- 1. The Contract Manager, Mr. Chuck Neithken, (443-766-3437) shall be notified one week prior to the project start date. A pre-installation meeting may be arranged if desired.
- 2. Projects are to be started and completed within consecutive workdays unless interrupted due to inclement weather.
- 3. Contractor is to provide an onsite supervisor/foreman capable and authorized to make field decisions.
- 4. All play equipment and surface material shall be carefully assembled and installed according to manufacturer specifications. No alterations or changes will be permitted without the written approval of school system's Contract Manager.
- 5. All equipment shall be anchored in concrete and all concrete footings shall be installed with top at least 4 inches below grade and bottom below the frost line or to manufacturer's specifications, whichever is greater. Dry packing of concrete shall not be permitted.
- 6. Special tools for tightening/adjusting equipment shall be provided to the Grounds Department after acceptance.

7. Copies of installation and parts manuals shall be delivered to Grounds Services office ATTN: Mr. Gary Davis, Manager, 8800 Ridge Road Ellicott City, MD 21043.
- L. SPECIFICATIONS PERIMETER FENCE (HCPSS requests unit pricing to be utilized on future projects when applicable)
  1. PERIMETER FENCE
    - a) Provide pricing for 4' foot high chain link fence around entire perimeter of playground with 12' foot drive through gate with J-bolt on leaf, and 4' personnel gate.
  2. FABRIC
    - a) Fabric shall be aluminized steel, composed of individual wire pickets helically wound and interwoven from #9 gauge steel wire to form a continuous chain link having a 2" mesh. The fabric shall be knuckled both top and bottom. Fence fabric shall be raised 1" high above any paving surface. Fence fabric shall not extend above the top rail and no sharp projections or objects shall exist to create a safety hazard.
  3. RAILS AND POSTS
    - a) All rails and posts shall be hot dipped galvanized, Schedule 40 pipe.
    - b) Top rails and mid-brace rails shall be 1-5/8" diameter.
    - c) All terminal posts shall be 3" OD. All line posts shall be 2 1/2" OD. These posts shall be spaced at 10' centers and set in Md. SHA No. 1 mix concrete flat footings. Posts shall be plumb true to line and spacing. The contractor shall be responsible for securing the pipe in place and for the proper removal and disposal of any spoils.
    - d) End posts shall be braced with a 1-5/8" OD, diagonal truss rail.
  4. TIES
    - a) Fabric ties shall be self-locking aluminum bands as manufactured by Merchant Metals (800) 765-3734, or approved equal. Ties shall be attached to rails at 24" oc (minimum) and shall be attached to posts at 12" oc (minimum). Steel ties are not acceptable.
  5. TENSION WIRE
    - a) Bottom coil tension wire shall be #7 gauge galvanized coiled steel wire attached to bottom cord with hog rings.
  6. CAPS
    - a) Caps must be secured tightly in all designated areas by means of spot welding or riveting.
- M. CERTIFIED INSPECTION
  1. Playgrounds shall be inspected by a certified CPSI playground inspector. An inspection report shall be submitted in writing to the school system's Contract Manager prior to acceptance by The Howard County Public School System.
- N. HCPSS ACCEPTANCE & INSPECTION
  1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Manager, Mr. Gary Davis, 410-313-2577, Grounds Department, during construction and before final payment is made.

## EXPERIENCE/REFERENCE FORM

Bidder: \_\_\_\_\_

1. Customer Name: \_\_\_\_\_
2. Customer Address: \_\_\_\_\_
3. Contact Name and Title: \_\_\_\_\_
4. Contact Phone #: \_\_\_\_\_
5. Describe customer's facility: \_\_\_\_\_  
\_\_\_\_\_
6. Describe service performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Name of your firm's Project Manager: \_\_\_\_\_
8. Is this contract renewable?    yes ☐    no ☐
9. If yes to the above, was the contract renewed? And if not, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Was service performed on an on-call basis?                      yes ☐    no ☐
11. Was this fixed price, T & M, lump sum, other: \_\_\_\_\_
12. Annual Dollar amount of contract: \_\_\_\_\_
13. Commencement Date: \_\_\_\_\_                      Termination date: \_\_\_\_\_  
\_\_\_\_\_
14. List of all similarities to HCPSS requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*A total of four (4) Experience/Reference Forms must be provided with the submittal of bid documents.**



**KEY PERSONNEL FORM**

**STAFFING PLAN –Project Manager**

Bidder: \_\_\_\_\_

Project Manager: \_\_\_\_\_  
(Name)

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Cellular/Pager #: \_\_\_\_\_  
Email: \_\_\_\_\_

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**  
Association/Institution                      Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee  
with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of previous firm: \_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Project Manager's ability to perform work such as is specified in the bid documents.

**KEY PERSONNEL FORM**

**STAFFING PLAN – Installer**

Bidder: \_\_\_\_\_

Installer: \_\_\_\_\_  
(Name)

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Cellular/Pager #: \_\_\_\_\_  
Email: \_\_\_\_\_

**TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:**

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: \_\_\_\_\_

Number of years as a full time employee  
with present firm: \_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Positions held for the  
past three years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of previous firm: \_\_\_\_\_

List similar projects worked on and particular role this individual had during each project:

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Customer Name: \_\_\_\_\_
- Contact Name and Title: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Position held: \_\_\_\_\_
- Specific work performed: \_\_\_\_\_
- Brief description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Installers ability to perform work such as is specified in the bid documents.

**PROFILE OF COMPANY FORM**

**Comprehensive Description of Organization**

Complete for local office which will be performing The Howard County Public School System work.

Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Company Address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_  
\_\_\_\_\_ Web Page: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State of Maryland Contractors License number: \_\_\_\_\_

Number of Years in business under present name: \_\_\_\_\_

Number of Years working in a School System: \_\_\_\_\_

Other or former names under which your organization has operated: \_\_\_\_\_

Percent (%) of Work Performing:	Services (installation)	_____ %
	Services (surfacing rubber)	_____ %
	Services (Play Matt/Equivalent)	_____ %
(list) _____	Other service	_____ %

Name of Principal(s) and Title(s):

\_\_\_\_\_  
\_\_\_\_\_

History of Firm: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Number of Office Personnel: \_\_\_\_\_

Number of Field Employees: \_\_\_\_\_ Number of Other: \_\_\_\_\_

Bonding capacity: \_\_\_\_\_

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes ☐ No ☐

If Yes, Explain: \_\_\_\_\_

\_\_\_\_\_

Total Company Annual Dollar Volume for all Playground Contractor work:

2019 \$ \_\_\_\_\_ 2020 \$ \_\_\_\_\_ 2021 \$ \_\_\_\_\_

**CENTENNIAL LANE ELEMENTARY SCHOOL AND HAMMOND ELEMENTARY  
SCHOOL PLAYGROUND REPLACEMENT  
(CLES PSC# 13.005.22 and HES PSC # 13.064.23)  
BID #001.23.B4**

**BID PROPOSAL SIGNATURE FORM**

Company Legal Name: \_\_\_\_\_

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

The undersigned, having carefully examined the Bid Documents for the above reference project, including, but not limited to the "Bid Announcement," "Instructions to Bidders," "General Conditions," "Technical Specifications," "Addenda," and any other related Bid Documents, "do hereby propose to furnish all the necessary labor, materials, equipment and services to perform all of the work required in strict accordance with the aforesaid documents using only specified manufacturer's materials for the Lump Sum as follows:

**I. TOTAL BASE BID FOR CENTENNIAL LANE ELEMENTARY SCHOOL PLAYGROUND REPLACEMENT (PSC #13.005.22) - EXPRESSED IN WORDS AND FIGURES:**

_____ \$ _____	(IN FIGURES)
<b>IN WORDS (Printed Neatly in Ink or Typewritten)</b>	
<b>** In the case of a discrepancy between the total base bid written words and figures, the amount written in words shall govern.</b>	

**II. TOTAL BASE BID FOR HAMMOND ELEMENTARY SCHOOL PLAYGROUND REPLACEMENT (PSC # 13.064.23) - EXPRESSED IN WORDS AND FIGURES:**

_____ \$ _____	(IN FIGURES)
<b>IN WORDS (Printed Neatly in Ink or Typewritten)</b>	
<b>** In the case of a discrepancy between the total base bid written words and figures, the amount written in words shall govern.</b>	

**III. PROPOSED SUBSTITUTE PLAYGROUND SAFETY SURFACE**

Proposed substitutions shall be submitted in accordance with the Instructions within this Bidding document. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. The Contractor should list below any proposed substitutions for the safety surface. **If left blank the Contractor will be expected to provide the products and services as specified in the document.**

PLAYGROUND SAFETY SURFACE : \_\_\_\_\_

SUBSTITUTE MANUFACTURER: \_\_\_\_\_

#### IV. COMPANY INFORMATION

_____ Legal Name of Company		_____ years in business
_____ Street Address		
_____ City	_____ State	_____ Zip
_____ Telephone#	_____ Fax #	_____ Web Page

#### V. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name_____	Title_____
Address_____	Phone_____
_____	Fax_____
Contact Persons e-mail:_____	Cellular_____
_____	

#### VI. RECEIPT OF ADDENDA

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

#### VII. SURVEY

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N)_____	Contractor:_____
Ad House: Name of Ad House _____	Other:_____

**FORM CONTINUES ON NEXT PAGE**

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**VIII. ID SIGNATURE SHEET**

**A. Bidder's Certification**

- I. I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.
- II. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
- III. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
- IV. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 ( C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
- V. I hereby certify that I am authorized to sign for the bidder.

**B. Vendor/Contractor Disqualification - Bribery**

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

---

(company name)

---

(street address)

---

(city, state and zip)

---

(telephone number)

---

(person authorized to sign bids)

---

(title of authorized representative)

---

(signature of authorized representative)

---

(E-mail Address for authorized representative)

---

(Date)

---

**END OF FORM**

## APPENDIX E

### AFFIDAVIT

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

Bid Number: \_\_\_\_\_

Legal Name of Company: \_\_\_\_\_

#### **AFFIDAVIT**

**Special Instructions:** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

#### Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
  - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

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

\_\_\_\_\_

\_\_\_\_\_

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of



Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

### **CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT**

As used below, the following terms have the meaning indicated:

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

### **DISCLOSURES:**

Attach as necessary.

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

Form Continues on Next Page

(Signature of Bidder) \_\_\_\_\_ (Date) \_\_\_\_\_

(Title of Bidder) \_\_\_\_\_

PAGE 3 of 3

### CHECK LIST

The following forms must be included with your RFP Submittal

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Transmittal Letter
<input type="checkbox"/>	<input type="checkbox"/>	Three (3) Different Playground Designs (K-Area Ages 2 to 5)
<input type="checkbox"/>	<input type="checkbox"/>	Name of Manufacturer, Installer, Identifiable number for each design
<input type="checkbox"/>	<input type="checkbox"/>	Design Drawings (two and three dimensional)
<input type="checkbox"/>	<input type="checkbox"/>	Design measurements and dimensions inclusive of subsurface and surface depths
<input type="checkbox"/>	<input type="checkbox"/>	Surface manufacturer (Play Matta or Proposed Equivalent surface) and specifications inclusive of manufacturer and warranty information.
<input type="checkbox"/>	<input type="checkbox"/>	Surface manufacturer (Play Matta or Proposed Equivalent) and specifications inclusive of manufacturer and warranty information. All Information and specs on Proposed Surface necessary for evaluation.
<input type="checkbox"/>	<input type="checkbox"/>	List of playground components
<input type="checkbox"/>	<input type="checkbox"/>	Bidder shall provide a list and pictures of ten (10) interactive panels that the evaluation committee may select from.
<input type="checkbox"/>	<input type="checkbox"/>	Experience/Reference Form (4 projects)
<input type="checkbox"/>	<input type="checkbox"/>	Key Personnel Forms (Project Manager, Installer)
<input type="checkbox"/>	<input type="checkbox"/>	Profile of Company Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors License
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	MOSH/OSHA/MDE/EPA Letter
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Bonding Company
<input type="checkbox"/>	<input type="checkbox"/>	Bid Proposal Signature Form
<input type="checkbox"/>	<input type="checkbox"/>	Signed Affidavit (Appendix E)
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

## **ATTACHMENT A**

### **INSURANCE REQUIREMENTS**

#### **1 - General Insurance Requirements:**

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

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

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

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

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

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

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

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

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

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

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

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

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

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

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

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

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

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

## Exhibit C

### HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of the contract or at any time during the contract, the awarded HCPSS contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will be completed by the contract manager and become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 60% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Contract/Bid Number: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Department: \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the contract. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 60% or less overall evaluation scorecard rating may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.**

Satisfaction with the contractor's performance:

Highly  
Dissatisfied

Highly  
Satisfied

1. **Quality of Work.** The contractor's ability to do the job right the first time.

1 2 3 4 5 6 7 8 9 10 N/A

2. **Responsiveness.** The contractor's ability to adapt to changes and meet unusual needs.

1 2 3 4 5 6 7 8 9 10 N/A

3. **Professionalism.** The courtesy and standards of conduct maintained by the contractor and his or her employees.

1 2 3 4 5 6 7 8 9 10 N/A

4. **Resources.** The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.

1 2 3 4 5 6 7 8 9 10 N/A

5. **Schedule Management.** The contractor's ability to show up when

## Exhibit C

### HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A
6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. <b>Submittal Management.</b> The contractor's ability to provide submittals In a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A



## HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

[illegible]

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