

SECTION B: SUPPLIES OR SERVICES AND PRICES / COSTS

St. Mary's County is soliciting the turnkey services of a single Firm to engineer, furnish, install and integrate an 800/700 MHz APCO P25 Phase II-compliant wireless dispatch communication system with existing public safety communication systems. The System will include civil facilities such as, fixed radio equipment, high-capacity microwave telecommunications network, dispatch console electronics, in-building enhancements and end-user subscriber devices. Additionally the County may elect to contract for Alternates identified within the solicitation as part of the System. Upon Final System Acceptance, the System shall provide 95% reliable coverage *as specified in this Agreement*.

Having carefully examined the documents, drawings and specifications for the St. Mary's County 800 MHz Communications System replacement, and after having visited the sites and examined all conditions affecting the Work and having received clarification of all items of doubt, uncertainty, or possible conflict, the undersigned hereby agrees to furnish all permits, labor, materials, supplies, testing, equipment, and other facilities necessary and proper for the completion of the project as required by and in strict accordance with the Contract Documents and to the complete satisfaction of the C.O.R. for the stipulated lump sum of:

Item	Description	Qty.	Unit	Price(\$)
001	BASE BID – Phase I as described in SOW <hr/> Written Amount	1	LS	
002	BASE BID – Phase II as described in SOW; shall exclude new tower sites, which are defined as Alternates, see below <hr/> Written Amount	1	LS	
003	BASE BID – Phase III as described in SOW; shall exclude new tower sites, which are defined as Alternates, see below <hr/> Written Amount	1	LS	
004	BASE BID –Fifteen year maintenance and services *Referenced from detailed pricing spreadsheets STMC Pricing_Worksheets.xls <hr/> Written Amount	1	LS	
005	TOTAL BASE BID (Total of Lines 001 - 004) <hr/> Written Amount	1	LS	
006	Alternate #1 Three of ten channels configured with dual-mode FDMA capability. <hr/> Written Amount	1	LS	

007	Alternate #2 Equip selected subscribers with Multi-Key Encryption capability <hr/> Written Amount	1	LS	
008	Alternate #3 Equip all subscribers with Status Messaging Capability <hr/> Written Amount	1	LS	
009	Alternate #4 Equip System for Discreet Terminal Monitoring capability <hr/> Written Amount	1	LS	
010	Alternate #5 Equip System for Short Messaging Capability <hr/> Written Amount	1	LS	
011	Alternate #6 Equip System for Subscriber Tracking/GIS Location Services <hr/> Written Amount	1	LS	
012	Alternate #7 Equip System with Telephone Interconnect Capability <hr/> Written Amount	1	LS	
013	Alternate #8 Expand Back-up Console Count from two to six fully operational positions <hr/> Written Amount	1	LS	
014	Alternate #9 Provide optional digital logging system for main and back-up dispatch centers <hr/> Written Amount	1	LS	
015	Alternate #10 New tower facilities required for Phase II deployment <hr/> Written Amount	1	LS	
016	Alternate #11 New tower facilities required for Phase III deployment <hr/> Written Amount	1	LS	
017	TOTAL ALTERNATES (Total of Lines 006 - 016) <hr/> Written Amount	1	LS	

018	TOTAL BID (Total of Lines 005 and 017)	1	LS	
	Written Amount			

NOTE: OFFERORS ARE ALSO REQUIRED TO COMPLETE ITEM #17 ON FORM II-6 ENTITLED SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair).

NON-CONTRACT ITEM PRICING

For non-contract items only, Offeror shall state their proposed discount off published list price, for a period of five years from the date of Final System Acceptance with updates provided annually thereafter

, for the following equipment or services:

_____ Discount for Contractor-manufactured hardware

_____ Discount for drop-ship hardware

_____ Discount for Contractor-supplied software

FIXED HOURLY RATES FOR CHANGE ORDERS

In the event that additional tasks are necessary resulting in issuance of a Change Order, Contractor shall provide costs to provide its own supplemental labor on a per man-day basis, for each phase of this Agreement. Prices shall be provided for the following key personnel:

-Project Manager _____

-System Engineer _____

-System Technologist _____

-Regulatory Expert _____

-Radio System Technician _____

(End of Section B)

SECTION C: DESCRIPTIONS / SPECIFICATIONS / STATEMENT OF WORK**C-1 PURPOSE**

The intent of this Request for Proposal and resulting contract is to obtain the services of a single Firm to design, build and implement a new 800 MHz APCO P25-compliant radio communications system for St. Mary's County Department of Public Safety.

C-2 INTRODUCTION

- C.2.1** St. Mary's County operates a MaCom EDACs, four-site, analog/digital simulcast, 800 MHz trunked radio communications system that consists of 11 full-featured dispatch console positions and approximately 1,600 mobile and portable subscribers. The County has determined that it is more cost-effective to expand the system to realize in-building coverage through a system replacement rather than an upgrade of the existing technology.
- C.2.2** St. Mary's County proposed to re-band the existing system(s) through the nationwide effort to re-band public safety 800 MHz systems operating in the NPSPAC frequency bands and executed an (FRA) Frequency Reconfiguration Agreement in October 2007. The re-banding project has been placed on hold due to a channel clearance conflict with a lower 120 channel in Fairfax County, Va. Re-banding of the existing ITAC radio system is underway with back-to-back repeater configurations. The County intends to upgrade the current trunked radio system in lieu of re-banding the existing EDACs system.
- C.2.3** St. Mary's County, in partnership with Charles and Calvert Counties, is active in a PSIC-grant project to replace the existing four site, multi-cast/voted ITAC system with a new Harris, six-site, conventional simulcast ITAC system. Upon completion of the replacement project Phase I and associated cutover, the County intends to dismantle the existing EDACs system, reconfigure the trunking repeaters, and redeploy and expand the ITAC system to provide identical coverage to the trunking system as the project is expanded in subsequent fiscal years. The ITAC system replacement and the subsequent expansions are not associated with this RFP.

C-3 PHASING PLAN

Due to budgetary constraints, the project will consist of three phases. Details on recommended phasing of the project are provided in the Technical Specifications.

Phase I will primarily consist of the replacement of the existing four site radio system and the expansion to six fixed RF sites. This includes a new telecommunications network to interconnect the RF sites, new console electronics and associated sub-systems, and new subscriber units as required. Basic coverage verification will follow phase construction.

Phase II would include the expansion of the number of RF sites from six to ten with the associated expansion of the supporting telecommunications network. Basic coverage verification will follow phase construction. Tower site development is expressed as an Alternate; Proposers shall address tower site development in their plan and cost proposals; however the County may elect to develop the recommended sites outside of this Contract, i.e. as a partnership with the State or others.

Phase III would include the expansion of the number of RF sites from ten to thirteen with the associated expansion of the supporting telecommunications network. Tower site development is expressed as an Alternate; Proposers shall address tower site development in their plan and cost proposals, however the County may elect to develop the recommended sites outside of this Contract, i.e. as a partnership with the State or others. This phase will also include the

deployment of any in-building coverage enhancements required to meet the requirement of 95% coverage in all identified critical buildings. Certification coverage testing will be executed at the end of this final phase. Upon Final System Acceptance, the System shall provide 95% reliable coverage for portable in-street as *specified in this Agreement*. A decision whether to proceed with Phase II and Phase III is subject to future action by the Board of County Commissioners for St. Mary's County.

C-4 STATEMENT OF WORK

C.4.1 Description

The project requirements and Statement of Work are included in the Technical Specifications attached to this RFP.

C-5 SPECIAL REQUIREMENTS

C.5.1 No special federal or state grants requirements for this project.

C.5.2 The County anticipates a Notice of Intent to be awarded on or about **January 19, 2012**.

C.5.3 The Successful Contractor will be required to supply a construction schedule that is both cost and manpower loaded. The schedule is to show all work items that are critical to completion of the project. See Section G – Contract Administration for further requirements.

C.5.4 The County **STRONGLY URGES** attendance of the Pre-Proposal Conference and subsequent facility inspections for all prospective Offerors. See *Block 10 of solicitation cover*.

C-6 SCOPE OF SERVICES

Following Notice of Award, the Project will be accomplished through a three (3) Phase process. Each Phase and step will be authorized separately, per written Purchase Order, by the County.

C.6.1 Pre-Construction/Design Stage

This stage will be initiated after the County has formally approved the submittals and authorized the Project to proceed. The following will be accomplished during this stage:

- A. Completion of the Detailed Design Review. In this process, the System design is finalized, and all regulatory permits are secured. At the completion of this process, the Contractor will be authorized to manufacture the required equipment and schedule the Construction Stage of the project.
- B. Acquisition of all regulatory permits will be completed by the Contractor.
- C. Provide the final Project Schedule.

C.6.3 Construction Stage

The Contractor shall be subject to County contract administration during the construction project. The following are minimum requirements of the Contractor:

- A. Provide, as a minimum, monthly progress meetings, and additional meetings as required. Provide additional site inspections, to insure compliance with approved

plans and specifications. The Contractor is required to participate in these inspections.

- B. Provide on-call services as needed for revisions, and prepare documentation for approval of changes ordered by the County.
- C. Keep the County informed of the progress of construction and promptly respond to County issued deficiency reports within three (3) calendar days.
- D. Contractor is to pay for any and all inspection fees that are required for the repair / rebuild of the facility (electrical, low voltage, plumbing, structural, insulation, fire, and any other inspection fees that are required for the reconstruction)

C.6.4 Post-Construction/Testing/Certification Stage

The Contractor shall complete the following activities:

- A. Complete all factory and field testing of the System as specified in the Technical Specifications.
- B. Following the acceptance of the work and prior to expiration of the guarantee period of the Project, conduct inspections and address any outstanding deficiencies and/or punch-list items.
- C. Arrange for training to be provided to County Personnel on the operation and maintenance of installed new and modified equipment. Provide demonstrations of each system performing in accordance with the design requirements.
- D. Provide manufacturer's warranties, guarantees, and operation and maintenance manuals on equipment. Also provide the Material Safety Data Sheets as required in contract clause entitled "Environmental Health and Safety Requirements".
- E. Activate the maintenance and service program and associated responsibilities for the System.
- F. Provide spare parts and extra materials as specified.

C.6.5 Activation and Cutover

The Contractor shall complete the following activities in final phase of work:

- A. Coordinate the installation of mobile subscribers and issue of portable subscribers to all users.
- B. Ensure continuity of communications between existing and new radio systems and all users.
- C. Activate warranty period.

C-7 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

A. The Contractor shall be required to:

1. Commence work under the contract within **ten (10)** days after the Contractor receives Notice to Proceed;

2. Prosecute the work diligently; and complete the entire work as substantially complete, ready for use and occupancy within the schedule outlined in this RFP.

C-8 LIQUIDATED DAMAGES

- A. The County and the Contractor agree that the County will incur damages as the proximate result of any failure by the Contractor to complete the Work within the time specified in the contract for each Phase, and any extension thereof granted by the Contracting Officer, and that such damages are not readily susceptible to calculation. If the Contractor fails to complete the Work within the time specified in the contract, and any extension thereof granted by the Contracting Officer, the Contractor shall pay to the County the sum of twenty-five hundred dollars (\$ 2,500.00) for each day of delay.
- B. If the County terminates the Contractor's right to proceed, the resulting damages will include the agreed sum for such reasonable time as may be required for the completion of the Work beyond the time specified in the contract, and any extension thereof granted by the Contracting Officer, together with any increased costs incurred by the County in completing the work.
- C. If the County does not terminate the Contractor's right to proceed, the resulting damages will consist of the agreed sum for such reasonable time as may be required for the completion of the Work beyond the time specified in the contract, and any extension thereof granted by the Contracting Office.
- D. The Contractor shall have thirty (30) days after the date of Substantial Completion to complete the Work contained within the punch list. If the Work contained thereon is not completed within such thirty (30) day period, the sum of \$2,500.00 per day will be deducted from the Contract Price until the Date of Final Completion and acceptance of the Work contained on that punch list.

(End Section C)

SECTION E: INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services to be furnished hereunder shall be made by the appropriate department/agency at the time of acceptance of work. See the specifications for Commissioning for additional guidance.

Details for Phase System Acceptance and Final System Acceptance are provided in the Technical Specifications.

(End Section E)

SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACT SUM

The Contract Price is stated in the Agreement and is the total amount payable by the St. Mary's County Government to the contractor for the performance of his specified Work under the Contract. Upon successful completion by Contractor of all of the requirements of this Agreement, the County shall pay Contractor according to the payment schedule set forth herein and the other terms of this Agreement.

Pricing of the final system and each component contained therein shall be held fixed and valid through the date of Final System Acceptance. The County may purchase or lease additional equipment at these prices until the date of Final System Acceptance.

It is expressly understood that the work defined in the Contract documents must be completed by the Contractor and it shall be the Contractor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. The County's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the County's purchase order(s) to the Contractor.

Unless provided otherwise in the Contract documents, all expenses incurred in the performance of the services are to be paid by the Contractor. If an appendix specifically provides for Contractor's reimbursement, the Contractor shall be reimbursed only for reasonable expenses incurred by the Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

G.2 SCHEDULE OF VALUES

- A. Before the first application for payment, the Contractor shall submit to the St. Mary's County Government a schedule of values of the various portions of the Work, including quantities, aggregating the total Contract Price, divided so as to facilitate payments to subcontractors prepared in such form (See Section G.16) as specified or as the St. Mary's County Government and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Contracting Officer's Representative may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the St. Mary's County Government, shall be used as the basis for the Contractor's applications for payment. The partial payment application by the Contractor shall be made according to the milestone payment schedule, and will be made only after the Contractor's invoice has been approved by the St. Mary's County Government. No partial payments will be made until after the Schedule of Values has been submitted to and approved by the St. Mary's County Government. Once the Schedule of Values is approved, no change to this schedule will be allowed.

G.3 PROGRESS SCHEDULE AND REQUIREMENTS FOR OVERTIME WORK

- A. The Contractor shall within ten (10) calendar days, or within such time as determined by the St. Mary's County Government, after date of Notice-of-Award prepare and submit to the Contracting Officer's Representative for acceptance a revised project schedule showing the order in which the Contractor proposes to carry on the Work, the date on which he will start the several salient features (including design, procurement of material, plant and equipment) and the contemplated dates for completing same. The schedule shall not exceed the current time limits under the Contract and shall cover both the design and construction phases for design-build contracts. Details of the schedule milestones are provided in this RFP.
- B. The Contractor's schedule will reflect the official holidays of the County as non-work days. The County's business hours are from 8:00 AM to 5:00 PM. In order to work on non-work days or perform any other overtime work, the Contractor must request permission in writing at least 48 hours in advance from the Contracting Officer's Representative.
- C. The Contractor's schedule must anticipate inclement weather that will impact weather dependent operations. For planning purposes, plan on the following number of lost days due to weather (based upon a five-day work week):

January	4	July	2
February	4	August	3
March	4	September	2
April	5	October	3
May	5	November	4
June	2	December	4

Inclement weather shall not be a *Prima Facie* reason for the granting of an extension of time, and the Contactor shall make every effort to continue work under prevailing conditions. The County may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified a "Delay". An "inclement weather delay day" is defined as a day on which the Contractor is prevented by inclement weather, or conditions adverse to the current controlling operation, or operations as determined by the Contracting Officer's Representative, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being current spent on the controlling operation or operations.

- D. The Contractor shall submit an updated copy of his schedule with each invoice, and if and when required by major changes in the Work. Each revision shall be submitted for acceptance by the County. The Contractor shall comply with the Project Schedule and any revision once same is accepted. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Contracting Officer's Representative may withhold approval of progress payments until such time as the Contractor submits the required progress schedule. Strict compliance with the requirements of this Sub-section G.3 shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.
- E. If, in the opinion of the Contracting Officer's Representative, the Contractor falls behind the accepted progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the St. Mary's County Government may require him to increase the number of shifts, or overtime operations, days of work, to the amount of construction planned at all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional costs to the St. Mary's County Government.
- F. Failure of the Contractor to comply with the requirements of the St. Mary's County Government under this Sub-section G.3 shall be grounds for determination by the St. Mary's County Government that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time specified. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with the clause of the Contract entitled "Termination for Default."

G.4 THE CONTRACTOR WARRANTIES

- A. The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the St. Mary's County Government upon the receipt of such payment by the Contractor, free and clean of all liens, claims, security, interests or encumbrances, hereinafter referred to as "liens"; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing the Work, at the site or furnishing materials and equipment for the Project, subject to an Agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- B. In accordance with State of Maryland contracting principles, the Contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this Contract within ten (10) days after the Contractor receives a progress payment or final payment for work under this Contract.
- C. The Contractor may not retain from any payment due a subcontractor a percent of the payment greater than the percent for retainage specified in the Contract. The Contactor is not prohibited from withholding an amount in addition to retainage if the Contractor

determines that a subcontractor's performance under the subcontract provides reasonable grounds for withholding the additional amount.

G.5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS

- A. The County shall pay the Contractor the contract price as provided in the contract.
- B. The County shall make progress payments based on milestone completion, as determined by the Project Payment Schedule. The Contractor shall furnish a breakdown of the total contract price, showing the amount therein for each principal category of the work, in such detail as requested, to provide a basis for progress payments. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration.
- C. In making these progress payments:
 - 1. The County shall retain from first payments due within any one Phase, an amount equal to Five per cent (5%) of the Contract Value for that Phase until final completion and acceptance of the contract work for that Phase, whereupon the retainage may be released to the Contractor, if the Contracting Officer finds that satisfactory progress was achieved for that Phase.
 - 2. In addition to the retainage provided for in paragraph C.1, in making progress payments in Phase I, the County shall also retain from first payments due an amount equal to Five per cent (5%) of the Total Contract Value, until final completion and acceptance, whereupon the retainage shall be released to the Contractor upon Final System Acceptance of the Contract, or final system acceptance upon termination for convenience, whichever shall occur first.
- D. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the county, but this shall not be construed as:
 - 1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - 2. Waiving the right of the County to require the fulfillment of all the terms of the contract.
- E. The County shall pay the amount due the Contractor under the contract after:
 - 1. Completion and acceptance of all work;
 - 2. Presentation of a properly executed voucher; and
 - 3. Presentation of release of all claims against the county arising by virtue of this contract, other than claims in stated amounts, that the contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

G.6 PROGRESS PAYMENTS

- A. Milestone payments, less retainage, shall be made according to the following payment schedule:

Milestone	% of Phase Cost
Contract Execution/NTP Phase I	10%
Detailed Design Review Approval	5%
Site Civil Work Completed	10%
Factory Staging Complete	15%
FNE Installation Complete	15%
Phase I Coverage Testing Completed	10%
Subscriber Units Received	20%
Subscriber Units Deployed	10%
Phase I Acceptance (less 5% FSA retainage)	*5%
Notice to Proceed Phase II	10%
Factory Staging Complete	20%
Site Civil Work Complete	30%
FNE Installation Complete	25%
Phase II Coverage Testing Completed	10%
Phase II Acceptance (less 5% FSA retainage)	*5%
Notice to Proceed Phase III	10%
Factory Staging Complete	20%
Site Civil Work Complete	30%
FNE Installation Complete	25%
Phase III Coverage Testing Completed	10%
Phase III Acceptance (less 5% FSA Retainage)	*5%
(FSA) Final System Acceptance 5% Retainage	

- B. Prior to submitting each milestone pay application, the Contractor will be required to prepare a rough draft of the payment request for review and approval. The rough draft will be reviewed by the Contracting Officer's Representative, and the Contractor at the Progress Meeting immediately preceding the due date for submitting each payment request. Pay applications shall be based upon the approved Schedule of Values, the updated progress schedule, and the Earnings Report, and any nonconformity with the required documentation will be cause to return the application unprocessed. The Contractor shall provide complete cooperation during any such investigation to correct the nonconformity.
- C. Until all phases of the overall work are certified as substantially complete by the County's Representative as described in the section entitled "Substantial Completion and Final Payment", the County will pay ninety five (95%) percent of the amount due the Contractor on account of Progress Payments. However, neither a certificate for a progress payment nor any progress payment shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- D. The County may utilize support contractors to assist the County in the review and evaluation of the Bidder's Proposals as well as, after Contract execution, Contractor's invoices and similar requests for payment or evidence of delivery and system acceptance. Such documents and records may contain the proprietary information of the Contractor including, but not limited to proposal information and awarded contracts. Support contractors will be provided access to these and other records to support County officials in reviewing and reconciling invoices, payment records, and the County's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractor shall, at the request of the Contractor and at the direction of the STMC Contracting Officer's Representative (COR) , be required to execute a non-disclosure agreement to be approved by the County, which approval shall not be unreasonably withheld, which acknowledges that the support contractor:

- A. Shall use proprietary information only in performance of the above tasks and for no other reason;
- B. Shall not use such information for support contractor benefit; and
- C. Shall promptly notify the COR of any support contractor breach of the non-disclosure agreement.

Unless the Contractor specifically objects in writing, the Contractor agrees, by the submission of a proposal, to allow the County's support contractor(s) to have access to the Contractor's proprietary information for the purposes described above. The Contractor is required to promptly notify the COR of any breach of the non-disclosure obligations of this section.

G.7 PAYMENTS WITHHELD

The Contracting Officer's Representative may decline to approve an application for payment and may withhold the certificate in whole or part, to the extent necessary and reasonable to protect the St. Mary's County Government. The Contracting Officer's Representative may also decline to approve any application for payment, and he may nullify the whole or any part of any certificate for payment previously issued to such extent as may be necessary in his opinion to protect the St. Mary's County Government from loss because of:

- A. defective Work, in whole or in part, not remedied,
- B. third-party claims filed or reasonable evidence indicating probable filing of such claims,
- C. failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment;
- D. reasonable doubt that the work can be completed for the unpaid balance of the Contract Price,
- E. damage to another contractor, and
- F. unsatisfactory prosecution of the work by the Contractor

G.8 PAYMENT DUE

When the above grounds in Subparagraph entitled "Payments Withheld" are removed, payment shall be made for amounts withheld because of them.

G.9 FISCAL FUNDING

Both parties acknowledge that the Contract shall be funded by appropriations at the Local level. Appropriations are made annually and are limited to such annual appropriations. It is understood and agreed that the County's obligation to pay the Contract Sum in accordance with the provisions of the Contract and the General Terms and Conditions shall be dependent, as a condition precedent, upon the County Government approving the appropriations needed to fund the Contract Price, and upon the County's appropriation of such funding. In the event such appropriations are not made or such funding is not received, the County shall have the right to terminate this Contract for its own convenience in accordance with the Termination for Convenience Clause 2-1.1(Section 6-3.2 of Part I of the St. Mary's County Procurement Manual). In such event, the

County's obligation to make any further payments to the Contractor shall be limited to those described in the Termination for Convenience Clause 2-1.1(Section 6-3.2 of Part I of the St. Mary's County Procurement Manual). The terms of this paragraph shall not be construed to limit the County's right to a termination for convenience for any other reason under the Termination for Convenience Clause 2-1.1 (Section 6-3.2 of Part I of the St. Mary's County Procurement Manual).

G.10 SUBSTANTIAL COMPLETION AND FINAL PAYMENT – EACH PHASE

A. Substantial Completion :

Per Section G.5.C.1, the County will retain Five per cent (5%) of the value of each phase of the Contract from first payments made under that Phase. At the time all portions or phases of the Work have been determined by the Contracting Officer's Representative to be substantially complete for that Phase, and if the manner of completion of the Work and its progress are and remain satisfactory to the County, and in the absence of other good and sufficient reasons, the COR shall, on presentation by the Contractor of Consent of Surety, certify for payment to the Contractor, so much of the funds being held as retainage by the County for that Phase, using the form provided by the County. This certification must be approved by the Contracting Officer.

The foregoing notwithstanding, the additional Five per cent (5%) of the Total Value of the Contract, retained pursuant to Section G.5.C.2 shall only be released upon completion of all Phases and Final System Acceptance.

- B. The full retainage for a specific Phase under Section G.5.C.1 may be reinstated if the manner of completion of the Work or progress do not remain satisfactory to the County, or if the Surety withholds his consent or for other good and sufficient reasons.

C. Final Phase Payment :

For each of the Phases of the Contract, upon receipt of written notice that the Work is ready for final system inspection and acceptance, and upon receipt of a final application for payment, the Contracting Officer's Representative (COR) will make such inspection; and when the COR finds the Work acceptable under the Contract Documents and the Contract for this Phase fully performed, the COR will notify the Contractor to issue a Certificate of Contract Completion for retainage payment, pursuant to Section G.5.C.1, using the form provided by the County. However, neither the final payment nor the remaining retained percentages shall become due until the Contractor submits to the St. Mary's County Government:

1. an affidavit that all bills for materials and equipment and other indebtedness connected with the Work for which the St. Mary's County Government or its property might in any way be responsible, have been paid or otherwise satisfied;
2. consent of surety, if any to final payment; and
3. if required by the St. Mary's County Government, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract to the extent and in such form as may be designated by the St. Mary's County Government. If any subcontractor refuses to furnish a release or waiver required by the St. Mary's County Government, the Contractor may furnish a bond satisfactory to the St. Mary's County Government to indemnify the County against any such lien. If any such lien remains unsatisfied after all payments are made, the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.
4. Initialed list verifying completion of incomplete and corrective work.

5. List of all subcontractors and material suppliers with current points of contact.
6. Letter of site conformance by Licensed Surveyor, if required.
7. Delivery to County of specified, current, and up-to-date Project record documents and drawings in format specified by Contract Documents.
8. Final Release of Claims in form specified and provided by County.

G.11 CLAIM WAIVER

The making of final payment shall constitute a waiver of all claims by the St. Mary's County Government except for those arising from:

- A. unsettled liens,
- B. faulty or defective work,
- C. failure of the work to comply with the requirements of the Contract Documents, or
- D. terms of any special guarantee specified in the Contract Documents or required by the Contract Documents. If, within two (2) years after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the St. Mary's County Government to do so unless the St. Mary's County Government has previously given the Contractor written acceptance of this specific defective or nonconforming condition. All such defective or nonconforming work shall be corrected to comply with the Contract Documents without cost to the St. Mary's County Government.

G.12 FINAL PAYMENT

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

G.13 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

The following individual is appointed as authorized Contracting Officer's Representative:

Robert Kelly, Director of Public Safety & Information Technology
St. Mary's County Government, P.O. Box 653
Leonardtown, Maryland 20650
(301) 475-4200 X 1013

Although this individual is responsible for issuing and administering any orders placed hereunder, no authority to modify any provisions of this basic Contract is granted. Any deviation from the terms of the basic contract must be submitted for contractual action to the following:

Elaine M. Kramer, Contracting Officer
St. Mary's County Government, P.O. Box 653
Leonardtown, Maryland 20650
(301) 475-4200 X 1200

G.14 EMPLOYMENT AGENCY

For additional force for furnishing labor under this Contract, the local employment agency may be contacted at:

Department of Labor, Licensing, and Regulation, Employment Office
State Office Building, Governmental Complex
Leonardtown, Maryland 20650
Telephone: (301) 475-8300

G.15 ADDRESS TO WHICH PAYMENT SHALL BE MAILED

Offeror shall indicate in Block 15 of the Offer Form (Section A the address to which payment should be mailed, if such address is different from that shown for the offeror.

G.16 CONTRACTOR'S INVOICE

The Contractor shall submit an original and two (2) copies of their milestone payment invoice to the Contracting Officer's Representative(s), Department of Public Safety and Information Technology, 23090 Leonard Hall Dr., Leonardtown, MD 20650. Invoices shall contain the following information:

1. Name of Contractor,
2. Contract and Purchase Order Number,
3. Description of Work,
4. Item Numbers, and
5. Invoice Date and No.
6. Partial release of liens (if any)

G.17 DISCOUNT FOR PROMPT PAYMENT

In connection with any discount offered for prompt payment, time shall be computed from the date of completion of and acceptance of Services or the delivery and acceptance of Supplies. For purposes of computing the Discount earned, payment shall be considered to have been made on the date the County check was mailed.

G.18 PAYMENT TO CONTRACTOR

Payment will be made within 30 days after receipt of Contractor invoice by the St. Mary's County Finance Department, provided that the Contracting Officer's Representative has determined all Contract specifications have been complied with and total acceptance of the invoice is in accordance with Contract specification requirements.

G.19 AVAILABILITY OF SPECIFICATIONS, DRAWINGS AND CONTRACT CLAUSES

The specifications, plans, drawings, descriptions, specific contract clauses, and other pertinent documents relating to this solicitation may be examined at the following locations:

St. Mary's County Office of Procurement
41770 Baldrige Street
Leonardtown, MD 20650

and

www.stmarysmd.com/radiorfip

A copy of the specifications and drawings may be purchased by written request or in person accompanied by fee of \$100.00 in cash, check, or money order. Checks or money orders should be made payable to the Board of County Commissioners for Saint Mary's County.

(End Section G)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 TURNKEY

This Agreement contemplates and requires the "turnkey" construction, installation, testing and delivery of a completely operational communication System as specified in this Agreement. The Contractor shall furnish all materials, equipment, tools, skill, engineering, and labor either necessary or reasonably incidental to commence and fully complete in a workmanlike manner the requirements of this Agreement according to the specifications, terms and conditions contained herein and contained in the Exhibits and Appendices. All work performed pursuant to the terms of this Agreement shall be performed in strict conformance with the specifications, terms and conditions incorporated herein. The Contractor assumes full responsibility for materials and equipment employed in construction of the project and agrees to make no claims against the County for damages to such materials and equipment except for that which is caused solely by the County, its employees or agents.

H.2 SYSTEM DESIGN

Pursuant to this Agreement, The Contractor shall be solely responsible for the design of the System. The Contractor hereby acknowledges that it has made a complete inquiry into the current and currently projected growth requirements of the County for a Communications System and fully understands and identifies the nature and scope of such requirements. The Contractor warrants, guarantees and covenants that the System to be engineered, furnished, installed, tested and maintained by the Contractor has been designed to meet or exceed the current and currently projected future growth requirements of the County (pursuant to this Agreement). Any and all changes in System design that may arise due to this System's inability to meet the system performance criteria shall be provided by the Contractor at the Contractor's expense, including costs incurred by the County directly or indirectly. The County agrees to assist the Contractor in the resolution of any such changes in system design. Any additional simulcast sites or changes in antennas that may be required to correct deficiencies where the Contractor has failed to satisfy the coverage commitments of this Agreement will be provided by the Contractor at the Contractor's sole expense, with the exception that the Contractor will not be responsible for providing any additional site leases or land purchases. Any modifications of antenna or transmitter configurations by the Contractor to address coverage issues shall comply with all regulatory and zoning restrictions placed on the County.

H.3 INTEGRATION

The Contractor shall be solely responsible for the proper installation and interfacing of all equipment provided pursuant to this Agreement. In circumstances where existing equipment of the County is being utilized in the System, the Contractor warrants that the equipment provided by the Contractor will fully perform in strict conformance to the specifications and conditions incorporated in this Agreement and will be compatible with the County's existing communication system as required by this Agreement including the Statement of Work, as amended.

H.4 SITES AND INSPECTIONS

Pursuant to Agreement, the Contractor has completed a site inspection by qualified personnel of each location and existing facilities at each proposed site comprising the System, and agrees that the present condition of such sites and existing facilities is acceptable to the Contractor and the System can be installed in a workable condition at each site or with limitations and subject to the exceptions as defined in Contractor's proposal. During the term of this Agreement, should it become necessary that alternative sites and facilities be substituted for other sites and facilities, the Contractor shall inspect the substituted sites and facilities and report to the County, in writing, those conditions that require alterations by the County. The Contractor agrees to correct malfunctions, hardware defects and failures of the System to perform in strict conformance with the terms and specifications of this Agreement. The Contractor will, prior to installation of the System at each site, re-inspect such site, including structures located thereon and shall state, in writing, to the County any changes in such site and facilities since the initial inspection, which changes may affect the proper functioning of the System. If the Contractor fails to re-inspect such sites prior to installation of components of the System, it shall, thereafter, be liable for any malfunctioning or other non-performance of the System caused, in whole or in part, by said changes at any site.

H.5 INSTALLATION AND ALTERATION

Prior to installing any components of the System at any site location, the Contractor shall review the construction and alterations required for the System to be properly installed by the Contractor to ensure that the following, including but limited to, are present, sufficient, and appropriate at each site:

- (1) Appropriate access;
- (2) Electrical power;
- (3) Wiring;
- (4) Compliant site grounding;
- (5) Environmental controls and equipment;
- (6) Emergency generators;
- (7) Towers;
- (8) Shelter and fuel tank slabs;
- (9) Console cabinets and furniture; and
- (10) Floor and rack space.

H.6 EXISTING SYSTEM INTERRUPTIONS

The Contractor fully understands that the System it shall provide under this Agreement, may at certain times during the Agreement term be operating, in whole or in part, "alongside" or in conjunction with the County's current communications system. The Contractor also understands that no unplanned interruption in the existing County communications system can be tolerated due to the commitment of the County to provide for the health, welfare and safety of its citizens. Therefore, the Contractor agrees that at no time will it or its employees, agents, subcontractors who are performing any work under this Agree-

ment, unavoidably interrupt, to any extent within its control, the existing communications system of the County or any components of such system. If such interruption is unavoidable, however, in order for the Contractor to sufficiently perform any work which will result in interruption, the Contractor shall first contact the COR and shall set out in writing the following:

1. the nature of the work that will cause the unavoidable interruption;
2. the nature of the interruption;
3. the date and time of day of the interruption;
4. the duration of the interruption; and
5. a memorandum of procedure to provide in detail the scope and sequence of the work to be performed during the interruption.

The Contractor shall, upon giving notice in writing as described above, proceed with such work only after receiving written confirmation from the County's COR that the interruption is both unavoidable and can be tolerated by the County. Notwithstanding any other provision of this Agreement, if the Contractor fails to follow strictly the procedure described above, or if the Contractor's work causes an interruption to a greater extent or duration that was set out in the writing above-mentioned, the Contractor shall be strictly liable for any and all actual damages that might arise from the interruption exceeding the extent or duration set out in writing to the extent such interruption is solely caused by the Contractor. In no event shall the Contractor be granted any extensions of time for performance of this Agreement for the time spent following the above-described procedure.

H.7 FACTORY STAGING

The Contractor shall factory stage radio system equipment in or near its primary land mobile engineering/manufacturing facility. This staging shall include components, subsystems, ancillary equipment required to complete the entire system, including channel banks, frequency standards/GPS receivers, voting equipment, base stations, transmitter combiners, receiver multi-couplers, controllers, redundancy equipment, system management equipment, alarm systems, and all other components. The components of the system shall be assembled as complete sites for direct shipment to the site locations in the field. All cabling, wiring, programming and equipment configurations shall be completely integrated in their final configuration prior to shipment. Minimal additional work should be needed to ready the site for operation. It is understood that additional field integration, optimization (level setting, power adjustment, etc.) may be required to meet the technical requirements of this specification. The Contractor will provide a detailed packing plan (including a checklist) that ensures the protection of all equipment prior to shipping.

UPS, battery backup equipment, and generators are not required for system staging unless they are essential to proper system functionality for the demonstration. At staging, equipment will be configured as it would appear at its final installation site. An example of the system as-built documentation shall be available at the time of system demonstration.

The Contractor shall stage the microwave equipment in complete subsystems at the microwave manufacturer's staging facility. At the time that all equipment and subsystems are functioning as they will at final acceptance, the County representatives shall inspect the equipment as it is staged, cabled, tested and burned in. The Contractor shall demonstrate complete system functionality and failure scenarios to the County representatives. A matrix of the tests to be performed and descriptions of each test shall be provided thirty (30) calendar days prior to the demonstration date for the County approval.

The County may elect to attend and MUST approve the microwave staging demonstration. Upon the successful completion of the microwave staging demonstration, the County may, at its option, elect to inspect and, approve the shipment of the equipment to the County's sites for installation. If the demonstration or staging is unsuccessful or fails any portion of the County approved staging test plan, another date will be set to repeat the event at the Contractor's expense.

H.8 SHIPMENTS

In accordance with the Project Schedule, the Contractor shall be responsible to ship all equipment and software to their local Contractor staging facility.

Deliveries shall be made in accordance with the Project Schedule and shall be made F.O.B. Destination to the local Contractor staging facilities, which in any event shall be located within the County or at other such locations as may be mutually agreed to by the parties (the "Facilities"). Subject specifically to this Agreement Section entitled "Factory Staging", the Contractor shall advise, prior to shipment, of actual destination and delivery date.

H.9 TESTING

The Contractor will perform all testing described in this Agreement or in the Technical Specifications.

H.10 TRAINING

The Contractor shall conduct comprehensive training to instruct County personnel in the proper operation, use, upgrading, and maintenance of the System as the County may require and to instruct employees in how to train other personnel in such subjects. The Contractor shall comply with all training requirements contained in this Agreement and in the Technical Specifications. The County agrees to notify the Contractor promptly in the event that a date change for a scheduled training program is required.

H.11 MAINTENANCE DOCUMENTATION

The Contractor shall furnish to the County a sufficient number of equipment and maintenance manuals and System drawings, drawn to commercial standards with sufficient information included therein so that a competent technician or engineer with sufficient electronic knowledge and experience, and familiar with the System, will be able to define its operations and perform corrective and preventive maintenance on it. Said documentation shall note in detail any special circuitry, special wiring, special interfacing, custom or non-standard procedures required to operate, maintain and/or install any of the equipment furnished under this Agreement. All documentation shall be specifically applicable to the System except that documentation for standard issue equipment may be standard issue documentation. The Contractor represents that to its knowledge, the documentation is substantially accurate.

In addition, all materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by the Contractor for the County relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by the Contractor to parties other than the County shall become the property of the County and shall be delivered to the County's designated representative upon completion or termination of this Agreement, whichever comes first. The County shall have the right to reproduce all documentation supplied pursuant to this Agreement. The Contractor shall return

any original data, materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by the County and provided to the Contractor.

H.12 PROJECT MANAGEMENT

The Contractor shall retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the County.

The Contractor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by the Contractor's associates and employees under the personal supervision of the Project Manager.

Should the staff need to be diverted off the project for what are now unforeseeable circumstances, the Contractor will notify the County immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by the County. If the Contractor fails to make a required replacement within 30 days, the County may terminate this Agreement for default. Upon receipt of written notice from the County that an employee of the Contractor is unsuitable to the County for good cause, the Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

The Contractor's Project Manager shall, at a minimum: attend weekly project meetings as scheduled by the County; provide monthly status reports on the fifth business day after the end of the reporting period; provide schedule updates as required using Microsoft Project; and provide other reports as reasonably requested by the County.

The Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by the Contractor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the County's request for specific individuals.

Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this paragraph, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

The County shall designate a Contracting Officer's Representative (COR) to be Contractor's point of contact.

(End Section H)

SECTION I: CONTRACT CLAUSES – Part I: Construction Site Operations**I-1.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The date of commencement of the Work is the date established by the St. Mary's County Government in a Notice-to-Proceed, which will be issued to the successful Offeror at the Post Award Meeting. The date of substantial completion of the Work is the date certified by the St. Mary's County Government when construction is substantially complete in accordance with the Contract Documents. The Contractor shall begin the Work within the required time set forth in the Contract Documents and shall carry the Work forward expeditiously with adequate forces and shall substantially complete it within the specified Contract Time allotted for completion of the Work. The project duration is inclusive of all phases of this project, to include the conceptual, schematic, and final designs, permitting, construction, testing and acceptance of the work.

I-1.2 PRE-CONSTRUCTION CONFERENCE

Prior to commencement of Work, the Contractor shall meet in conference with representatives of the County to discuss and develop mutual understandings pertaining to administration of the Contract, scheduling, safety and security requirements. If any requirement or standard is not met, the Contractor must list excluded standard(s). The Contractor is to state assumptions made to address unclear or ambiguous standard(s).

I-1.3 CONSTRUCTION OPERATIONS

Prior to the commencement of his work, the Contractor shall prepare, for County approval, a drawing of the site showing a proposed construction operations plan including all temporary services and facilities required, storage areas, access roads, etc. The construction operations plan shall be submitted to the St. Mary's County Government as soon as possible after award of the Contract, but in no event later than 30 days prior to mobilization.

I-1.4 EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR

- A. The Project site is located on property owned or leased by the St. Mary's County Government. The Contractor's operations shall be limited to this property. The Contractor's activities shall not impede the ongoing daily operations of the adjacent facilities. The Contractor shall notify owners of adjacent property, underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with the owners in the protection, removal, relocation and replacement of property. The Contractor shall provide two-weeks advance written notice of such scheduled outages and disruptions to normal operations.
- B. The Contractor shall furnish such watchmen, guards, fences, warning signs, lights, walkways, and shall take all other precautions as shall be necessary, to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor; and if such property is damaged, injured or destroyed by the Contractor, Contractor's employees, subcontractors, or agents, it shall be restored to a condition as good as when Contractor entered upon the work. The Contractor shall document existing conditions before the commencement of work and submit the findings with the Construction Operations plan. The safety provisions of applicable laws, including but not limited to OSHA, building and construction codes, shall be observed.
- C. Unless otherwise indicated in the Contract Drawings, or unless otherwise taken care of by the owner thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the work, shall be protected and maintained by the Contractor and shall not be disturbed or damaged by the Contractor during the progress of the work. Should the Contractor disturb, disconnect, or damage any utility or any structure, all expenses of

whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

- D. The County shall not be responsible for furnishing surveys, water pressure, soil conditions, perk test, electrical supply, or other information as to the physical characteristics. The Contractor shall confirm the location of each utility and soil conditions. The County has made available to the Contractor, and the Contractor has studied, the results of test borings, if available, and information that it has as to subsurface conditions and site geology in the vicinity of the Project Site. The County does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of borings made or the logs of test borings or of other investigations or of the interpretations made thereof, and there is not warranty or guarantee express or implied, that the conditions indicated by such investigations, boring logs, or information are representative of those existing throughout the project site or any part thereof, or that unforeseen developments may not occur. The Contractor will give written notice to the County of differing site conditions than what are represented on plans. The Contractor will verify the location of all bench marks and base lines. It is the Contractor's responsibility to notify the County when the bench marks or the base lines have been moved, changed, or damaged. The Contractor is responsible to reestablish the bench marks or the base line, at the Contractor's expense.
- E. The Contractor shall include in its bid stipulated quantities of specified materials. Any amounts which are at variance with the specified quantity shall be paid in accordance with the bid unit prices.

I-1.5 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the work sites which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall remove trees only when specifically authorized to do so and shall avoid damaging vegetation that will remain in place.
- B. The Contractor shall protect from damage all existing improvements and utilities.
1. At or near the work site and;
 2. On adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, which are the result of a failure to comply with the requirements of this contract or a failure to exercise reasonable care in performing work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I-1.6 WORK AREA AND SCHEDULING OF WORK

- A. A portion of the site will be allotted to the Contractor for the prosecution of the Work and he shall confine his operations to that area shown on the Contract Documents. The Contractor shall maintain a clean site by daily cleaning as required to avoid pollution or the creation of a nuisance to surrounding areas. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.

- B. The Contractor shall coordinate the Work with the County sufficiently in advance to assure that the Work may be successfully carried out with minimum interruption of interference to the use and function of the remainder of the property and the existing buildings and facilities at the site.

I-1.7 LAYOUT OF WORK

The Contractor shall lay out its work from County-established base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer's Representative. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer's Representative until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer's Representative may replace them and deduct the expense of replacement from any amounts due or to become due to the Contractor.

I-1.8 PERMITS

- A. The Contractor shall, without additional expense to the County, be responsible for obtaining any and all necessary licenses and permits, and for complying with any Federal, State, County or Municipal laws, codes and regulations applicable to the performance of the Work. The Contractor shall insure that the necessary permits in connection with various trades are obtained and paid for by the proper time, including all fees for permits, and for certificates of inspection. Fees charged for the MDIA Inspection will be paid for by the Contractor. The Contractor will be responsible for compliance with all permits and conditions, and the County will not be held liable for delays caused by the Contractor's failure to obtain permits in a timely manner.
- B. In projects involving the management or discharge of storm water, St. Mary's County Government will execute a Transfer of Authorization (ToA) with the Contractor for the full responsibility for compliance of all permitted activities and obligations under all terms of the general permit and in accordance with the National Pollutant Discharge Elimination System (NPDES) and the Maryland Department of the Environment, Water Management Division requirements.
- C. Any required permits for sites used for the disposal and/or stockpiling of material must be obtained, and copies must be provided by the Contractor to the County, before the commencement of on-site work. The Contractor shall be responsible for any costs of moving materials, including illegally stored materials.

I-1.9 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. The Contractor shall strictly supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor. The Contractor shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all materials delivered and work performed until completion and acceptance of work. He shall be solely responsible for all construction means, methods, techniques, equipment, and procedures and for coordinating all portions of the Work under this Contract, to include safety precautions and programs. The Contractor agrees that it, the Contractor, is fully responsible to the County for the acts, quality of work and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts, quality of work and omissions of persons directly employed by the Contractor. The Contractor shall be responsible for the coordination of all trades and subcontracts regardless

of the specifications heading, and for making necessary provision for accommodation of all equipment and fittings and patching after installation.

- B. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality and without defects, and that all work strictly complies with the requirements of this Contract. Where lesser grades are required by the specifications, the phrase "high quality" shall refer to the spectrum of quality possible within the grade(s) specified. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- C. Before the commencement of on-site work, but no later than fourteen (14) days after the date of the Notice of Award, the Contractor shall provide a written description of the Contractor's project team for this Work, indicating all supervisory personnel and their responsibilities and authority to direct the Work. The County shall have the right to dismiss the Superintendent from the project for unsatisfactory performance, and the Contractor shall provide a satisfactory substitute at no additional cost. The Contractor shall not replace the Superintendent without the written consent of the County.
- D. Prior to start of work at site, the Superintendent shall thoroughly examine all Contract Documents and be fully familiar with all phases of the Work. While **any** work is being performed on the construction site, the Contractor will have the Superintendent on site.
- E. The Contractor shall keep an updated copy of this Contract, a current set of as-built drawings and copies of approved submittals at the site. All of these items shall be available to the County at all regular business hours. Upon completion of the work, all of these items shall be finally updated and provided to the County and shall become the property of the County.

I-1.10 CODES

All work shall be done in strict conformity with all Federal, State, County and other prevailing codes, laws, rules and regulations governing such work and shall save the St. Mary's County Government harmless from all damages, penalties, suits, judgments, and/or accidents which may occur from not following the above mentioned codes, laws, rules and regulations.

I-1.11 CONTRACTOR'S DAILY REPORT

The Contractor will be required to submit a "Daily Report" to the Contracting Officer's Representative. The report shall be completed daily and delivered to the Contracting Officer's Representative no later than one day following the report date. Data to be included in the form is data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor, work performed, and materials and equipment delivered to the site of installation in the Work.

I-1.12 WORKMANSHIP AND RIGHT TO ACCESS

- A. All work shall strictly conform to the requirements of this Contract. Workmanship shall be first class in every respect and accomplished by competent journeymen. Any instance of unsatisfactory work shall be called to the attention of the Contractor who shall see that such deficiencies are corrected promptly, but no later than after ten calendar days receipt of written notice. Any damage caused by the Contractor's operations shall be repaired or replaced by him at no expense to the St. Mary's County Government. All work is to be performed in accordance with standard practices, unless otherwise indicated, and accomplished in a neat and orderly manner.

- B. At all times relevant to this Contract, the Contractor shall permit the County to enter upon the Work site and to review or inspect the work without formality or other procedure. The Contractor shall have made or permit to be made any inspections or testing, in addition to those required in the plan and specifications, that are required by the County as appropriate to ensure compliance with the requirements of this Contract.
- C. The St. Mary's County Government shall inspect the Work as it progresses. If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress as required by all authorities having jurisdiction over the Work, then the portion of Work so covered shall, upon demand of the Contracting Officer's Representative, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Performance Period.
- D. For any corrective work that the Contractor is required to perform, the Contractor shall provide the County and the Architect / Engineer of record with the procedures and material submittals that are required to correct the work.

I-1.13 MATERIALS AND WORKMANSHIP

- A. All equipment, material and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Reference in the Specifications to equipment, material, articles or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article or process that, in the judgment of the Contracting Officer's Representative, is equal to that named in the Specifications, unless otherwise specifically provided in this contract.
- B. The Contractor shall obtain the Contracting Officer's Representatives' approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer's Representative the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature and rating of the machinery and other mechanical equipment. When required by the contract or the Contracting Officer's Representative, the Contractor shall also obtain the Contracting Officer's Representatives' approval of the material or articles which the Contractor contemplates incorporating into the work. When directed to do so the Contractor shall submit samples for approval at its expense, with all shipping charges prepaid. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- C. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer's Representative may require, in writing, that the Contractor remove from the work any employee the Contracting Officer's Representative deems incompetent, careless, or otherwise objectionable.

I-1.14 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

In performance of this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment and avoiding work interruptions. For these purposes the Contractor shall: provide appropriate safety barricades, signs and signal lights; and ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken. The Contractor, its agents, employees and subcontractors shall at all times comply with applicable Federal, State, and local codes, regulations and standards involving Environmental Health and Safety (EH&S).

- A. Federal Department of Labor (DOL) Occupational Safety and Health Administration (OSHA):
1. Occupational Safety and Health Act of 1970
 2. General Industry Standards, Title 29, Code of Federal Regulations
 3. Construction Industry Standards, Title 29, Code of Federal Regulations
 4. Federal Environmental Protection Agency, Title 40, Code of Federal Regulations, including but not limited to asbestos hazards, resource recovery and oil pollution prevention.
 5. Federal Department of Transportation (DOT) Hazardous Substances, Title 49, Code of Federal Regulations
- B. Maryland Department of Health and Mental Hygiene (DHMH), Division of Labor and Industry (DOLI), Maryland Occupational Safety and Health (MOSH):
1. Annotated Code of Maryland, Title 5 Occupational Safety and Health
 2. Code of Maryland Regulations, Title 9, including but not limited to, hazardous and toxic substances, field sanitation and confined spaces.
 3. Maryland Department of the Environmental, Code of Maryland Regulations, Title 26, including but not limited to Lead Abatement, Tank Management, Air Quality, Asbestos, Hazardous Wastes and Abatement Accreditation and Training.
- C. The Contractor will also maintain a copy of the corporate Safety Plan on site, annotated with a Project-specific hazard analysis for the major features of the Work, i.e. excavations, confined space work, fall protection, weight handling, etc.
- D. Contractor personnel who will perform any work on site will attend a safety training program or equivalent prior to working on the Project. The safety training records will be kept current and presented to the County upon request.
- E. The Contractor shall submit Material Safety Data Sheets (MSDS) for all supplies and materials or any other substance furnished and/or installed under this Project. The MSDS will be kept current at all times and will be available at the jobsite during the course of the work. The MSDS files will be turned over to the Owner at the completion of the work.
- F. The Contractor, its agents, employees or contractors shall not cause or allow Hazardous Materials or hazardous wastes to be brought onto the work site by the Contractor, its agents, employees or contractors without the prior written approval of the Contracting Officer, save and except those materials necessary to perform the Work, or as approved in writing by the Contracting Officer.
- G. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract which results in death, traumatic injury, occupational disease, or damage to property, supplies, materials or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

- H. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving notice, the Contractor shall immediately take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- I. The Contractor shall be responsible for its Subcontractors' compliance with this clause.

I-1.15 TEMPORARY FACILITIES

- A. The Contractor is responsible to provide temporary toilet services and facilities, construction and support facilities, security and protection. The Contractor shall provide water, electricity, etc., required for the building construction operation and make all arrangements for their supply. The Contractor shall also pay for all utilities such as water and electricity, including temporary heat, etc., and for all service charges in connection with same until the building is accepted by the County. Comply with industry standards and applicable laws and regulations including, but not limited to:

Building Code requirements
Health and Safety regulations
Utility Company regulations
Police, Fire Department and Rescue Squad rules
Environmental Protection regulations

- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- D. Conditions of Use: The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each Utility used for the purpose of determining charges. Before final acceptance of the work by the County, the Contractor shall remove all the temporary connections, distribution lines, meters and associated paraphernalia.

I-1.16 PROJECT SIGN AND BULLETIN BOARD

- A. Contractor shall post a Project Sign, 3' x 4' Bulletin Board on all construction sites with the following information clearly shown:

Prime Contractor Name and Project Manager contact information
Subcontractor Names and Project Manager contact information
County Contracting Officer's Representative and contact information
Building Permit
Copy of Construction Plans, with real-time redlines, stored in an appropriate sealed PVC tube

I-1.17 TEMPORARY STORAGE SHEDS AND FIELD OFFICE

The Contractor shall provide temporary weatherproof storage sheds for the storage of all materials which might be damaged by weather as well as a temporary field office. Such sheds and field office shall be created in accordance with all requirements of law regarding such structure removed upon completion of the work. The Contractor shall furnish, for the use of his own field personnel, a trailer with toilet facilities and one space for a table and seats for meetings. The trailer shall be supplied with heat and air conditioning to accommodate occupancy by at least 6 persons.

I-1.18 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall be fully responsible for the security of the Contractor's materials and equipment stored at the Project site. St. Mary's County Government will accept no liability in the case of loss due to fire, theft, pilferage, or other casualty. Proper measures shall be taken by the Contractor to insure maximum safety and protection for personnel and property. The Contractor shall deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

The Contractor shall be responsible for payment, at its own expense, of any and all costs, including moving and/or transportation costs, related to off-site storage of materials.

I-1.19 STORM PROTECTION

Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, to the work and to surrounding property, real and personal. All material will be kept dry at all times. If any material is delivered wet or damp, or gets wet while it is on site, will be removed from the site and replaced with new at no cost to the County. If any material shows signs of delaminating, it will be removed from the site and replaced with new and protected as required at no cost to the County. Any construction material that has any evidence or shows signs that mold is present will be removed from the construction site at the Contractor's expense. The replacement of materials is the sole responsibility of the Contractor and at the Contractor's expense.

I-1.20 OPEN TRENCHES

Only those trenches may be opened for which material is on hand and ready for placing therein. As soon as practicable after material has been placed and work approved, trenches shall be back-filled and compacted as required by the Contract.

I-1.21 CLEANING UP

The Contractor shall keep all his work areas clean by the daily removal of accumulated waste materials and other debris caused by his operations. All waste generated by the performance of all or any part of the Work shall be disposed of by the Contractor in accordance with all applicable laws, regulations, ordinances, policies and guidelines.

- A. Any volatile waste must be stored in appropriate containers and removed daily. Burning or burying of waste is not permitted. Discharging volatile, harmful or dangerous materials into a drainage system is strictly prohibited.
- B. Provide on-site containers for the collection of waste, rubbish, and debris. Wet down dusty materials and rubbish to prevent blowing dust during construction.
- C. Clean and vacuum interior space prior to the start of painting, and continue cleaning on an as-need basis until painting is completed.

- D. Clean lunch break area daily to prevent pest control and fire hazard concerns.
- E. Remove snow and ice from access points.
- F. For final cleaning, complete cleaning operations before requesting review for Substantial Completion. Use experienced workmen or professional cleaners for final cleaning.
 - 1. Repair and touch up marred areas.
 - 2. Broom clean and remove stains from paved surfaces, rake clean other surfaces of grounds.
 - 3. Remove grease, dust, dirt, stains, labels (for those not specifically required to remain), fingerprints, mastic, adhesive, and other foreign materials from interior and exterior surfaces, fixtures, hardware and equipment.
 - 4. Remove temporary protection and facilities installed for protection of the work during construction.
 - 5. Wash and shine glazing, mirrors, stainless steel, etc. including existing windows in area of construction.
 - 6. Seal floors, and buff and wax floor tile.
 - 7. Vacuum all carpeting.
 - 8. Upon completion of the work, the Contractor shall remove all his tools, equipment, rigging and surplus materials from the premises and shall leave the job and surrounding area "broom-clean" before all work under the Contract shall be considered complete.
- G. If the Contractor operates the HVAC system at any time during the course of construction, the Contractor will change all filters once a month, or as required by existing conditions and manufacturer's recommendations. Upon substantial completion, and after commissioning, the Contractor will replace all filters and provide a final cleaning of the HVAC system. This will include changing the fuel oil filter, cleaning all strainers, duct work, return air grilles, return air ductwork, supply air registers, fan coils, and make-up fresh air supply system. The Contractor will provide evidence that such final cleaning has taken place prior to final payment.
- H. The finished project shall be clean and ready for use, subject to approval and acceptance by the St. Mary's County Government.

I-1.22 SANITATION

There are no sanitary toilet facilities available for Contractor use. Adequate sanitary conveniences of any approved type for the use of persons employed on the work, and properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the St. Mary's County Government. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving the premises clean and free from nuisance.

I-1.23 WASTE MANAGEMENT PLAN

- A. This Project shall generate the least amount of waste possible, and processes that minimize the generation of waste due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. With these goals in mind, the Contractor shall develop, for County review, a Waste Management Plan for this Project. References and samples are included in the Exhibits which may be used in the development of this plan.
- B. Waste Management Plan

Draft Waste Management Plan: As part of the Detail Design Review Process, the Contractor shall submit 3 copies of the Draft Waste Management Plan to the Contracting Officer's Representative. The Draft Plan should contain the following:

1. A list of each material proposed to be salvaged, reused or recycled during the Project
2. Estimated quantities for each waste stream
3. Separation requirements
4. On-site storage method for each waste stream
5. Transportation method for each waste stream
6. Destination of each waste stream
7. Estimated tip fee or rebate for each material.

The list of these materials is to include, at a minimum:

- a. Cardboard
 - b. Clean dimensional wood
 - c. Land clearing debris
 - d. Concrete
 - e. Bricks
 - f. Concrete Masonry units (CMU's)
 - g. Asphalt
 - h. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - i. Gypsum
 - j. Excavated soils
8. Include the names for each subcontractor who will transport solid or hazardous waste from the site and the name of the Receiving Facility that will accept waste for disposal.

Final Waste Management Plan: Once the County has determined which of the recycling options addressed in the Draft Waste Management Plan are acceptable, the Contractor shall submit, within 14 working days, a Final Waste Management Plan. The Final Waste Management Plan shall contain the following:

1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
2. A list of all materials from the Project that will be separated for reuse, salvage or recycling.
3. Separation and storage requirements for each waste type: A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
4. Recycling Vendor: Name of the recycling processor for each material, and estimated tip fees or rebate.
5. Receiving Facilities: the name of the Receiving Facilities intended for receipt of non-recycled CDL materials, the applicable tipping fees, and the projected cost of disposing of all project waste.
6. Transportation: A description of the means of transportation of the recyclable or waste materials and the approximate cost of transportation. Include the names of haulers.

7. Meetings: A description of information to be addressed at Project meetings regarding training and updates on waste management requirements.

C. Management Plan Implementation

1. Manager: The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project. The County will provide staff to assist in this training and to make periodic site visits.
2. Distribution: The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the County and the Architect.
3. The Contractor shall provide on-site instruction of appropriate separation, handling separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.
4. Separation facilities: The Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse and return. Recycling and waste bin areas are to be kept clean and clearly marked in order to avoid contamination of materials.
5. Hazardous wastes: Hazardous wastes shall be separated, stored, and disposed of according to federal, state and local regulations.
6. Submission of Progress Reports: The Contractor shall submit with each Progress Report a summary of Waste generated at the Project. The Summary shall be submitted on a form acceptable to the County and shall contain the following information:
 - a. For each material recycled, reused, or salvaged from the Project, the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling the material. Attached manifests, weight tickets receipts or invoices.
 - b. The amount (in tons or cubic yard of material) of material landfilled from the Project, the location of the Receiving Facility, the total amount of tip fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.

(End Section I: Part 1)

SECTION I: CONTRACT CLAUSES – Part 2: Required Technical Submittals and Warranties

I-2.1 PROPOSED MATERIAL SUBMITTALS REQUIRED OF THE CONTRACTOR

Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. No material shall be used prior to written approval. Submittal shall be prepared, delivered, and assembled to the Contracting Officer's Representative as follows:

- A. Submit five copies of each submittal.
- B. Present all submittals for each specification section as a complete bound volume, titled with project title and contract number.
- C. Provide index of included items with each volume. Title the index with applicable specification section name and number.

- D. Clearly mark each item in volume with specification paragraph number to which it pertains.
- E. Assemble each volume in same numerical sequence as specification section paragraphs.
- F. See individual technical sections for additional information.

The Contractor shall certify on all submittals that the material being proposed conforms to Contract requirements. In the event of any variance, the Contractor shall state specifically which portions vary and request approval of a substitute. Incomplete submittals with inadequate data will be rejected.

I-2.3 SHOP DRAWINGS

- A. The Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval by certification thereon as evidence of such coordination and review. The Contractor's certification stamp shall be worded as follows:

"It is hereby certified that the (equipment/material) shown and marked in this submittal is that proposed to be incorporated into Contract No. _____ in compliance with the Contract Documents as defined herein, can be installed in the allocated spaces and is submitted for County review and coordination."

Certified by _____ Date

Shop drawings submitted to the St. Mary's County Government without evidence of the Contractor's approval may be returned. Shop drawings are submitted to the County for information and coordination only.

- B. If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the St. Mary's County Government approves any such variation(s), the County shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or time of performance, a modification need not be issued.
- C. The Contractor shall submit to the St. Mary's County Government for approval four (4) copies (unless otherwise indicated herein) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated herein) of all shop drawings will be retained by the St. Mary's County Government and one (1) set will be returned to the Contractor.

I-2.4 TECHNICAL PUBLICATIONS

The Contractor shall furnish the installation, operation, and maintenance manuals for all mechanical and electrical equipment and for their systems and products when such manuals are required by the applicable technical section. The manuals shall be provided prior to instruction of County personnel.

Additional details for technical publications are provided in the Technical Specifications of this RFP.

I-2.5 RECORD DRAWINGS: "AS-BUILTS"

- A. Maintain a print set of the floor plan diagrams, shop drawings, construction drawings and submittals in neat, clean and good condition, which fully documents the actual installation that

vary from those originally shown or specified. As-built drawings shall be continuously updated throughout the project and made available for inspection by the County on a monthly basis. All as-built documents shall be turned over to the County upon completion of the project as a condition of final payment. Additionally, as-built documents that are missing, in poor condition, or not kept current are considered defective work under the Contract, and the County may withhold partial payment under the terms of Section G, Payments Withheld.

- B. Civil/Site as-built must include all available information concerning electrical, water, sewer, phone, data, gas and fiber lines, septic fields, sewer manholes, storm water inlets, structures, and management areas, storage tanks, wells, light poles, edge of pavement and paved areas, sidewalk, curb and gutter, dumpster pads, and all other site structures.
- C. Additional Requirements for Final As-builts are provided in the Technical Requirements of this RFP.

I-2.6 SPARE PARTS AND MAINTENANCE MATERIALS

Requirements for spare parts and maintenance materials are provided in the Technical Specifications.

I-2.7 GUARANTEES

The Contractor shall guarantee all labor, material and performance under the Contract to be in good working condition upon completion and to remain so for a period of one (1) year (unless otherwise specified) after date of Final System Acceptance from the St. Mary's County Government; and the Contractor shall agree to make good promptly upon notification, any defect which may appear within the prescribed time at his own expense and to the satisfaction of St. Mary's County Government.

I-2.8 WARRANTY OF MATERIAL AND EQUIPMENT

- A. The Contractor warrants to the St. Mary's County Government that all material and equipment furnished under this Contract will be new unless otherwise specified, and that the Work, and every part thereof, will be of good quality, free from faults and defects and in conformance with the Contract Documents and all applicable codes, laws, regulations and ordinances applicable thereto. All work not so conforming to these standards may be considered defective. If required by the St. Mary's County Government, the Contractor shall furnish satisfactory evidence of the quality of materials and equipment.
- B. If equipment is put into service before Substantial Completion for operational testing or support of construction activities, the Contractor is responsible for maintaining all manufacturer's warranty conditions and requirements during such period, and the start of the warranty period under the terms of the Contract will still commence upon the date of Substantial Completion.

I-2.9 WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, software, firmware, material or design furnished, or workmanship performed, by the Contractor or any of its agents, employees or subcontractors for a period of one year from the date of Final System Acceptance, but without any respect to any part of the work which St. Mary's County Government takes possession of prior to final acceptance, whereupon such warranty shall continue for a period of two years from the date the St. Mary's County Government takes possession. Under this warranty, the Contractor shall promptly remedy at his own expense any such failure to conform or any such defect. In addition, the

Contractor shall promptly remedy at his own expense any damage which is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any part of the Work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to any part of the Work repaired or replaced hereinafter will run for two years from date of such repair or replacement.

- B. The St. Mary's County Government shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
- C. Should the Contractor fail to remedy any failure, defect, or damage described in (A) above within a reasonable time after receipt of notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's sole expense.
- D. In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties, expressed or implied, respecting any part of the Work or materials, at the direction of the St. Mary's County Government, shall be enforced and inure to the benefit of the St. Mary's County Government. The Contractor shall obtain any and all warranties which the subcontractors, manufacturers, or suppliers provide and require them to execute their warranties in writing directly to the St. Mary's County Government.
- E. The Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the work and include all work whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the work in accordance with all applicable laws, codes and professional standards. The Contractor represents that the subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligation.

I-2.10 COMMERCIAL WARRANTY CLAUSE

- A. The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial Warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this contract.

I-2.11 GUARANTEED EQUIPMENT SUPPORT

- A. Except as provided elsewhere in this Agreement, the Contractor shall warrant support in the form of replacement parts for subscriber equipment for a minimum of five (5) years from the last date of manufacture of the product, and seven (7) years on the Contractor-supplied fixed infrastructure equipment. The Contractor will use commercially reasonable efforts to identify and to obtain replacement parts for the County's specific requirements. The Contractor shall provide the County with a minimum of 12 months notice of the Contractor's intentions to terminate manufacturing of subscribers or infrastructure equipment to allow the County to optionally procure additional spare parts to extend the lifecycle of equipment. The Contractor may supply either assemblies or piece parts. Should the County elect to procure maintenance service from the Contractor after the expiration of the warranty period, such service shall be provided at the agreed upon price for the specified period.

I-2.12 ACCIDENT PREVENTION

- A. In performance of this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment, and avoiding work interruptions. For these purposes the Contractor shall: provide appropriate safety barricades, signs and signal lights, and ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- B. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract which results in death, traumatic injury, occupational disease, or damage to property, supplies, materials or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Office.
- C. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice when delivered to the Contractor or the Contractor's Representative at the site of the work shall be deemed sufficient notice of the non-compliance and correction required. After receiving notice, the Contractor shall take corrective action promptly. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- D. The Contractor shall be responsible for its Subcontractors' compliance with this clause.

I-2.13 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The County shall make all reasonably required amounts of Utilities available to the Contractor from existing outlets and supplies as specified in the contract. Unless otherwise provided in the contract, the amount of each Utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the County. The Contractor shall carefully conserve any Utilities furnished without charge.
- B. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each Utility used for the purpose of determining charges. Before final acceptance of the work by the County, The Contractor shall remove all temporary connections, distribution lines, meters, and associated paraphernalia.

(End Section I: Part 2)

SECTION I: CONTRACT CLAUSES – Part 3: Contract Interpretation and Modification**I-3.1 PERFORMANCE OF WORK**

The Contractor shall perform on the site and with its own organization work equivalent to at least 50 percent of the total amount of work to be performed under the contract. This percentage may be reduced during performance of the contract if the Contractor requests and the Contracting Officer determines such reduction to be in the interest of the County.

I-3.2 ORDER OF PRECEDENCE

In the event of conflict or inconsistency any of the provisions of the various portions of this Contract (the reconciliation of which is not otherwise provided for here), precedence shall be given in the following order, the provisions of any particular portion prevailing over those of a subsequently listed portion:

1. Terms and conditions of the solicitation;
2. General provisions;
3. Other provisions of the contract when attached or incorporated by reference; and
4. The schedule, excluding the specifications.
5. The specifications.

I-3.3 INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES

- A. This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- B. It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

I-3.4 VARIANCE BETWEEN PLANS AND SPECIFICATIONS

- A. In the event of variance between plans and/or specifications and this Request For Proposal (RFP), on any particular item or note, it shall be the duty of the Contractor to call it to the St. Mary's County Governments' attention and obtain its interpretation of the discrepancy. This RFP is the basis for the formulation of plans and specifications. Any deviation from these programmatic requirements requires written direction from the Contracting Officer. However, there are certain operations and materials necessary for the construction of a complete job, and unless they are of unusual nature, no mention thereof shall be made.
- B. Should discrepancies, ambiguities, omissions, or conflicts occur in or between drawings or specifications involving a price differential, the General Contractor or Subcontractor shall be deemed to have estimated on the more expensive way of doing the work involved.

I-3.5 SPECIFICATION INTERPRETATION

Should any misunderstanding arise as to the meaning of anything contained in the specifications, the decision of the St. Mary's County Government shall be final and binding. Any errors or omissions in the specifications may be corrected by the St. Mary's County Government Contracting Officer when such corrections are necessary for the proper fulfillment of the intent of the specifications as construed by them. In all cases of doubt as to the true meaning of the

specifications, the decision of the St. Mary's County Government shall be final and binding upon all parties to this document and their employees, agents and contractors.

I-3.6 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

- A. The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of a discrepancy in the figures in the drawings or in the specifications, the specifications shall govern. In case of a discrepancy in the figures in the drawings or in the specifications, the matter shall be submitted promptly to the Contracting Officer who shall make a prompt decision in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.
- B. Whenever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed" or understood that the "direction", "requirement", "order", "designation", or "prescription" of the Contracting Officer is intended and, similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean "satisfactory to" the Contracting Officer unless otherwise expressly stated.
- C. Where "as shown", "as indicated", "as detailed" or word of similar import are used, it shall be understood to mean "provide complete in place", that is "furnished and installed".
- D. "Shop drawings" means drawings submitted to the County by the Contractor, Subcontractor, any lower tier Subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (form, fit and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- E. If this contract requires shop drawings, the Contractor shall coordinate all such drawings and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval shall be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate the County's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract.
- F. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If any such variation is approved, the Contracting Officer shall issue an appropriate contract modification. If the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- G. This clause shall be included in all Subcontracts at any tier.

I-3.7 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

1. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract or;
 2. Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- B. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changes as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed unless the Contractor has given the written notice required.
- D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

I-3.8 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling and storage of materials;
- B. The availability of labor, water, electric power and roads;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- D. The conformation and condition of the ground; and
- E. The character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertaining from an inspection of the site, including all exploratory work done by the County as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the County.
- F. The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the County; nor does the County assume any responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agent before the execution of this contract unless that understanding or representation is expressly stated in this contract.

I-3.9 INSPECTION OF CONSTRUCTION

- A. In this Clause, the term "work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

- B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the County. All work shall be conducted under the general direction of the Contracting Officer and is subject to County inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- C. County inspections and tests are for the sole benefit of the County and do not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of the County after acceptance of the completed work under paragraph I below.
- D. The presence or absence of a County Inspector does not relieve the Contractor from any contract requirement, nor is the Inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- E. The Contractor shall furnish promptly, without any additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The County may charge to the Contractor any additional costs of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or re-test necessary. The County shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special full-size and performance tests shall be performed if and as described in the contract.
- F. The Contractor shall, without charge, replace or correct work found by the County not to conform to the contract requirements, unless in the public interest the County consents to accept the work with an appropriate adjustment in contract price. The Contractor shall segregate and remove promptly rejected material from the premises.
- G. If the Contractor does not replace or correct rejected work promptly, the County may:
 - 1. By contract or otherwise replace or correct the work and charge the cost to the Contractor, or
 - 2. Terminate for Default the Contractor's right to proceed.
- H. If, before acceptance of the entire work, the County decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall furnish promptly all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall defray the expenses of the examination and satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if the completion of the work was thereby delayed, an extension of time.

- I. Unless otherwise specified in the contract, the County shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the County's rights under any warranty or guarantee.

I-3.10 TERMINATION FOR DEFAULT – (Construction Contracts)

- A. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure the completion within the time specified in this contract, including any extension or fails to complete the work within this time, the County may, by written notice to the Contractor, Terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.
- B. The Contractor's right to proceed shall not be Terminated nor the Contractor charged with damages under this Clause if:
 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - a. Acts of God or the public enemy;
 - b. Acts of the County in either its sovereign or contractual capacity.
 - c. Acts of another Contractor in the performance of a contract with the County;
 - d. Fires;
 - e. Floods;
 - f. Epidemics;
 - g. Quarantine restrictions;
 - h. Strikes;
 - i. Freight embargoes;
 - j. Unusually severe weather; or
 - k. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractor or suppliers; and
 2. The Contractor, within 10 days from the beginning of any delay notifies the Contracting Officer in writing of the causes of the delay. The Contracting Officer shall ascertain the facts and extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes Clause.

3. If, after Termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Termination had been issued for the convenience of the County.
4. The rights and remedies of the County in this Clause are in addition to any other rights and remedies provided by law or under this contract.

I-3.11 TERMINATION FOR CONVENIENCE (Procurement Manual 1-2.17 as modified by 1-2.18 for Construction Contracts)

- A. The County may terminate performance of work under this contract in whole, or, from time to time, in part, if the Contracting Officer determines that a termination is in the County's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of termination specifying the extent of terminations and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the contractor shall proceed immediately with the following obligations, regardless of any delay in determining any amounts due under this Clause:
 - (1) Stop work as specified in the Notice;
 - (2) Place no further Subcontracts or Orders (referred to as Subcontracts in this Clause) for materials, services, or facilities, except as necessary to complete the continued portion of this contract;
 - (3) Terminate all Subcontracts to the extent they relate to the work terminated;
 - (4) Assign to the County, as directed by the Contracting Officer, all rights, title, and interest of the Contractor under its Subcontracts terminated, in which case the County shall have the right to settle or to pay any termination settlement proposals arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities arising from the termination of Subcontracts; the approval or ratification will be final for purposes of this Clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the County parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and the completed or partially completed plans, drawings, information and other property that, if the contract had been complete, would be required to be furnished to the County.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the County has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed by the Contracting Officer, any property of the types referred to in subparagraph (6) above. The proceeds of any disposition will be applied to reduce any payments to be made by the County under this contract.

- C. The Contractor shall submit a list to the Contracting Officer, certified as to quantity and quality, of termination inventory not previously disposed of. Within 15 days the County will accept title to those items and either remove them or enter into a storage agreement with the Contractor.
- D. After termination the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of the Termination Notice. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine the amount due the Contractor, and shall pay the amount determined.
- E. The Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, but the agreed amount shall not exceed the total contract price as reduced by the amount of previous payments and the contract price of the work not terminated. The contract shall be amended and the Contractor paid the agreed amount.
- F. If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of Termination or work, the Contracting Officer shall pay the Contractor the amount determined as follows, but without duplication of any amount agreed upon under paragraph e., above:
 - (1) For contract work performed before the effective date of Termination, the total (without duplication of any items) of the cost of this work; the cost of settling and paying any settlement proposals under Subcontracts that are property chargeable to the terminated portion of the contract; and a sum as profit on the above, determined by the Contracting Officer to be fair and reasonable. However, if it appears that the Contractor would have suffered loss on the entire contract had it been completed, the Contracting Officer shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
 - (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of Termination Settlement Proposals and supporting data;
 - (ii) The Termination and settlement of Sub-contracts (excluding the amounts of such settlements); and
 - (iii) Storage and transportation, and other costs incurred which are reasonably necessary for the preservation, protection, or disposition of the Termination inventory.
- G. Except to the extent that the County expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph F., above, the fair market value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the County or to a buyer.
- H. Generally accepted accounting procedures and principals shall govern all costs claimed, agreed to, or determined under this Clause.
- I. The Contractor shall have the right of appeal under the Disputes Clause, from any determination made by the Contracting Officer under paragraph D., F., or K., except that if the Contractor failed to submit the Termination Settlement Proposal within the time provided in paragraph D., or K., and failed to request a time extension, there is no right of appeal.
- J. In arriving at the amount due to the Contractor under this Clause, there shall be deducted:

- (1) All unliquidated payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the County has against the Contractor under this contract;
 - (3) The agreed price for the sale of materials, supplies, or other things acquired by the Contractor under this contract not recovered by or credited to the County.
- K. If the Termination is partial, the Contractor may file a Proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any Proposal shall be requested by the Contractor within 90 days from the effective date of the Termination, unless extended by the Contracting Officer.
- L. Unless otherwise provided in this contract, the Contractor shall maintain all records and documents related to the termination portion of this contract for 3 years after final settlement. During that time the Contractor shall make these records and documents available to the County, at the office of the Contractor, at no additional charge to the County.
- M. This Agreement may not be terminated by Contractor unless the County fails without cause to pay Contractor as required by this Contract, Contractor notifies the County in writing of such failure, and the County, after thirty (30) days from receipt of such notice, has not made the required payment.

I-3.12 DELAYS AND EXTENSIONS OF TIME

Should the Contractor be delayed at any time in the progress of the Work by any act or neglect of the St. Mary's County Government or by any changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's and/or subcontractor's control, or by delay authorized by the St. Mary's County Government, then the Contract Time shall be extended by change order for such reasonable time as the St. Mary's County Government may, at its sole discretion, determine. All claims for extension of time shall be made in writing to the County no more than twenty (20) days after the occurrence of delay; otherwise the basis for such delay shall be deemed waived by the Contractor. In the case of continuing cause of delay, only one claim stating that the cause of the delay is continuing, and giving the nature of why the delay is necessary.

I-3.13 USE AND POSSESSION PRIOR TO COMPLETION

- A. The County shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the County intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility of complying with the terms of the contract. The County's possession or use shall not be deemed an acceptance of any work under the contract.
- B. While the County has such possession or use, the Contractor shall be relieved of the responsibility for loss or damage to the work resulting from the County's possession or use, notwithstanding the terms of the clause in the contract entitled "Permits and Responsibilities". If prior possession or use by the County delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

I-3.14 OTHER CONTRACTS

The County may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with County employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by County employees.

I-3.15 EXTRAS

Except as otherwise provided in this contract, no payment for Extras shall be made unless such Extras and the price therefore, have been authorized in writing by the Contracting Officer.

I-3.16 ORAL MODIFICATION

No oral statement of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

I-3.17 HEADINGS AND CAPTIONS

The headings and captions given in the paragraphs or sections in this Contract are for convenience only and are not to be construed as part of this Contract or as a limitation of the scope of the particular paragraph or section to which the heading or caption refers.

I-3.18 CHANGES (Procurement Manual PART III SECTION 2-1.18)

- A. The Contracting Officer may, at any time without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the Contract, including changes in:
1. The specifications (including drawings and designs);
 2. The method or manner of performance of the Work;
 3. The County-furnished facilities, equipment, materials, services or site; or
 4. Directing acceleration in the performance of the Work.
- B. Any other written or oral order (which, in this paragraph includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change to the Work shall be treated as a Change Order under this Clause; provided that the Contractor gives the Contracting Officer written notice and stating:
1. The date, circumstances, and source of the order, and
 2. That the Contractor regards the order as a Change Order.
- C. Except as provided in this Clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this Clause or entitle the Contractor to an equitable adjustment.
- D. If any Change under this Clause causes an increase or decrease in the Contractor's cost of or the time required for the performance of any part of the Work under this Contract, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for a "proposal for adjustment" (hereafter referred to as proposal) based on

defective specifications, no proposal for any change under Paragraph B above shall be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required or five (5) days from the time the Contractor should have become aware of the occurrence of such an event or condition. In the case of defective specifications for which the County is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- E. The Contractor must submit any proposal under this Clause within 30 days after receipt of a written Change Order under Paragraph A above or within 20 days of the furnishing of a written notice under Paragraph B above, by submitting to the Contracting Officer an itemized proposal, written statement describing the general nature of the proposal and all associated supporting documentation, unless this period is extended in writing by the Contracting Officer. The proposal for adjustment may be included in the notice under Paragraph B above. Proposals submitted without being itemized or absent supporting documentation will be returned. Delays caused by the submission of an incomplete proposal shall be the sole responsibility of the Contractor.

If the event or condition under Paragraph B is continuing, Contractor shall, every fifteen (15) days following its initial detailed written notice of claim, provide additional detailed notice of its claim with supporting data and documentation. In the case of continuing occurrences, Contractor shall include in their subsequent notices, recommendations to the County for corrective or remedial action that the County may take to mitigate or eliminate the delay.

Notwithstanding any other provision in this Contract to the contrary: (1) no claim for adjustment to the Contract price or the period of performance of the Contract, whether for delay or otherwise, shall be valid unless submitted strictly in accordance with this Section of the Contract; (2) submittal of a claim by Contractor within the time limits and in the manner prescribed by in this Section of the Contract shall be required as a condition precedent to the institution of litigation by Contractor with respect to the subject matter of that claim.

- F. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

I-3.19 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails to carry out the Work in accordance with the Contract Documents or fails to correct deficiencies in a timely manner that are affecting the performance of the Work, the County may, after ten (10) days receipt of written notice to the Contractor, correct such deficiencies. A change order will be promptly issued deducting the cost of correcting same from the payment due the Contractor.

I-3.20 DISPUTES

- A. Except as otherwise provided in this contract, any Dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by the Contracting Officer shall be final and conclusive unless within 30 days from the receipt of such Decision the Contractor furnishes to the Contracting Officer a written appeal addressed to the Procurement Officer. The Decision of the Procurement Officer or a duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting Judicial review of any such Decisions to cases where fraud by such Official or the representative of such Official is alleged: Provided, however, that any such Decision shall be final and conclusive unless the same is fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- B. Pending final decision of a Dispute hereunder, The Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- C. This Disputes Clause does not preclude consideration of questions of law in connection with Decisions provided for in paragraph (a.) above. Nothing in this contract, however, shall be construed as making final the Decision of any Administrative Official or representative on a question of law.

I-3.21 DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead occur in the solicitation, specifications, Contract or bond, shall have the meaning here given.

- A. **CONTRACTING OFFICER:** Duly authorized agent for the St. Mary's County Government acting solely in their respective capacity. Only the Contracting Officer is authorized to modify Contracts in any form and under any circumstances.
- B. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The Contracting Officer's duly authorized agent acting solely in their respective capacity. The Contracting Officer's Representative is responsible for issuing and administering any orders placed hereunder; however, no authority to modify any provisions of this Contract is authorized. Only the Contracting Officer is authorized to modify Contracts in any form and under any circumstances.
- C. **CONTRACTOR:** The party of the second part, or the agent appointed to act for said party, entering into the Contract for performance of the work required by it.
- D. **INSPECTOR:** The authorized representative of the St. Mary's County Government assigned to make any or all necessary inspections of the work performed, methods used, and materials furnished by the Contract or to complete the Work or any part thereof.
- E. **CONTRACT DOCUMENTS:** The written agreement executed between the County and the Contractor, covering the performance of the Work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the Work and furnish the labor, equipment and materials, and by which the County is obligated to compensate therefore at the established and accepted rate or price. The Contract Documents include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans

and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the construction of the Work in an acceptable manner, including any authorized extension thereof.

- F. **CHANGE ORDER:** A written order signed by the Contracting Officer, in accordance with the terms of the Contract, directing the Contractor to make changes in the specifications, delivery schedule and/or means and methods, with or without the consent of the Contractor.
- G. **CONTRACT SUM:** Base Bid plus all applicable Alternates accepted by the St. Mary's County Government at the rate set forth in the Proposal Form herein.
- H. **SHOP DRAWINGS:** The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.
- I. **ENVIRONMENT LAWS:** The term "Environmental Laws" means all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any local, state or federal laws or regulation relating to pollution, nuisance, or the environment including, without limitation, (I) the Federal Clean Air Act, 42 U.S.C. §7401, *et seq.*; (ii) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.* ("CERCLA"); (iii) the Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §1101, *et seq.*; (iv) the Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. §136, *et seq.*; (v) the Federal Water Pollution Control Act, 33 U.S.C. §1251, *et seq.*; (vi) the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; (vii) the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; (viii) the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*; (ix) laws or regulations relating in whole or part to emissions, discharges, releases, or threatened releases of any Hazardous Material; and (x) laws or regulations relating in whole or part to the manufacture, processing, distribution, use coverage, disposal, transportation, storage or handling of any Hazardous Material.
- J. **HAZARDOUS MATERIALS:** The term "Hazardous Materials" means any hazardous, infectious or toxic substance, chemical, pollutant, contaminant, emission, by-product, product, compound or waste that is or becomes regulated by any local, state or federal Environmental Laws, as defined herein. Hazardous Materials include, without limitation, anything that is: (I) defined as a "pollutant" pursuant to 33 U.S.C. §1362(6); (ii) defined as a "hazardous waste" pursuant to 42 U.S.C. §6921; (iii) defined as a "regulated substance" pursuant to 42 U.S.C. §6991; (iv) defined as a "hazardous substance" pursuant to 42 U.S.C. §9601(14); (v) defined as a "pollutant or contaminant" pursuant to 42 U.S.C. §9601(33); (vi) defined as a "contaminant: and which has been assigned either a "maximum contaminant level" or "maximum contaminant level goal" pursuant to 42 U.S.C. §300F and 300g; (vii) petroleum (including crude oil or any fraction thereof); (viii) lead-based paints; (ix) asbestos; or (x) polychlorinated biphenyl.
- K. **SUBSTANTIAL COMPLETION:** The term "Substantial Completion" means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with Contract Documents so that the County can occupy or utilize the Work for its intended purpose. The Work will **not** be considered substantially complete until:
1. all systems and equipment are operational and commissioning is complete;

2. all designated or required governmental inspections and certifications have been made and posted;
3. instruction of County personnel in operations and maintenance of all systems and equipment has been completed;
4. all manufacturer's product and equipment warranties and any necessary assignment thereof prepared in duplicate, together with any specified certificates and bonds, are delivered;
5. manufacturer's operation, servicing, cleaning and maintenance instructions, parts lists and any special tools or equipment are delivered;
6. all required keys, master keys, sub-master and special keys, and keying schedule have been satisfactorily turned over to the County;
7. and all finishes are in place.

The only remaining Work shall be minor in nature, such that the County could occupy the Work on the following day, and the completion of the remaining Work by the Contractor would not materially interfere or hamper the County's normal operation.

- L. **REASONABLE TIME:** The term "reasonable time", whenever used in the context of a party rendering a decision or taking an action, is understood to mean no more than fourteen (14) calendar days unless otherwise specifically noted in the Contract Documents.
- M. **TIME:** The term "day", whenever used, will refer to calendar days unless otherwise noted. All references to "years" shall mean calendar, not fiscal years.

I-3.22 ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete an effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

I-3.23 AWARD TO SINGLE BIDDER

Subject to the provisions contained herein, award shall be made to a single bidder. Bids must include unit prices for each item listed, including all Alternates. Failure to do this shall be cause for rejection of the entire bid. Bids shall be evaluated on the basis of the estimated quantities shown, and award shall be made based on the Evaluation Criteria described in Section M.2.2.

(End Section I: Part 3)

SECTION I: CONTRACT CLAUSES – Part 4: Insurance, Bonds, Taxes, Legal Limitations**I-4.1 COMPENSATION INSURANCE**

At a minimum, the Contractor shall carry the proper amount of Workmen's Compensation Insurance required under the laws of the State of Maryland.

I-4.2 AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of \$1,000,000 per each occurrence on each vehicle used in any way to complete the Work, as required under the laws of the State of Maryland whether vehicle is registered in Maryland or not.

I-4.3 FIRE AND VANDALISM INSURANCE

The Contractor shall take out, and pay all premiums for fire, extended coverage, vandalism and malicious mischief insurance upon the Work to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, materials in place or to be used as part of the permanent construction, including temporary structures, miscellaneous materials and supplies incident to the work during term of the Contract.

I-4.4 INSURANCE REQUIREMENTS

The Contractor shall be required to maintain in force such insurance as described below and approved by the St. Mary's County Government for the duration of the Contract. Insurance shall be issued prior to commencing work under the Contract. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing and approve the change not less than 10 days prior to such a change or cancellation. **In addition the Board of County Commissioners for St. Mary's County, Maryland shall be named as an additional insured.** For operation of facilities, insurance coverage shall be in the following minimum amounts and coverages:

- A. Comprehensive General Liability - \$2,000,000.00 Annual Aggregate; \$1,000,000.00 Per Occurrence; \$1,000,000.00 Products and Completed Operations; \$1,000,000.00 Personal and Advertising Injury.
- B. Comprehensive Automobile Liability - \$1,000,000.00 Each Occurrence.
- C. Workman's Compensation – Statutory Limits
- D. Professional Liability - \$1,000,000.00

I-4.5 CERTIFIED COPIES

Certified copies of insurance policies or certificates of such insurance shall be delivered to the St. Mary's County Government within ten (10) days from the date of Notice of Intent-to-Award and prior to the execution of the Contract by the St. Mary's County Government; and shall contain a provision that the insurance shall not be canceled except upon not less than ten (10) days notice to the St. Mary's County Government.

I-4.6 BID GUARANTEE

- A. When a bid guarantee is required by the Invitation for Bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for the opening of bids, may be cause for the rejection of bids.

- B. A bid guarantee shall be in the form of a firm commitment, such as a bid bond, cashier's check, irrevocable letter of credit or other acceptable evidence. Bid guarantees, other than bid bonds, will be returned:
1. To unsuccessful bidders as soon as practicable after the opening of bids; and
 2. To the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.
 - a. If the successful bidder, upon acceptance of its bid by the County within the period specified therein for acceptance (60 days if no period is specified), fails to execute such further contractual documents, if any, and give the bond(s) as may be required by the terms of the bid as accepted within the time specified after receipt of the Notice of Intent to Award by the Contractor shall be liable for any cost of procuring the work which exceeds the amount of the successful Contractor's bid, and the bid guarantee shall be available for offsetting such difference.

C. A bid guarantee WILL be required for this RFP

I-4.7 BID SECURITY

- A. If the base bid total equals or exceeds fifty thousand dollars, (\$50,000), each bid must be accompanied by: (i) a cashier's check, or a certified check of the Offeror payable to the St. Mary's County Government; OR (II) certified copies of a bid bond from a Surety Company acceptable to the St. Mary's County Government, as approved by the U. S. Treasury for Federal Contracts and the State of Maryland, Board of Public Works, properly executed in favor of the St. Mary's County Government, for not less than five (5) percent of the amount representing the cost proposal or sum total noted in the Proposal Form. For bid totals less than \$50,000.00, no bid security is required.
- B. Each bid shall be accompanied by a letter from the bonding company wherein is stated its promise to provide the Offeror with Performance Bond and Payment Bond, if required under the section entitled "Performance and Payment Bonds".

I-4.8 PERFORMANCE AND PAYMENT BONDS

- A. The successful bidder shall be required to deliver to the St. Mary's County Government a Performance Bond and a Payment Bond, properly executed by a Surety Company acceptable to the St. Mary's County Government, as approved by the US Treasury for Federal Contracts and the State of Maryland, Department of Public Works, each in the amount of one hundred percent (100%) of the respective contract amount.
- B. The contractor shall, within ten (10) days of the date of Intent-to-Award, execute and deliver to the St. Mary's County Government: (1) the Performance and Payment Bonds if required; (2) satisfactory evidence of all required insurance coverage, and (3) proof to the St. Mary's County Government of the authority of the person or persons executing the contract and the Performance and Payment Bonds before a Contract will be validated by the St. Mary's County Government. A Contract shall not be binding upon the bid opening until it has been validated by the St. Mary's County Government and a copy of such fully validated Contract is delivered to the contractor.
- C. Failure upon the part of the Contractor to execute and deliver the Performance and Payment Bonds, if required, and to furnish evidence required in Article I.4.4 above, within ten (10) days after the Intent-to-Award, shall be just cause for the annulment of the award and the forfeiture

of the bid guaranty to the St. Mary's County Government. Award may then be made to the next lowest responsible bidder or all bids may be rejected, and the Contract re-advertised.

I-4.9 ADDITIONAL BOND SECURITY

If any Surety upon any bond furnished in connection with this contract becomes unacceptable to the Contracting Officer, or if any such Surety fails to furnish reports as to its financial condition from time to time as requested by the County, or if the contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, the Contractor shall furnish promptly such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

I-4.10 FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the County, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the County is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the County is entitled.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and:
 - 1. results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 - 2. results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the St. Mary's County Government. The Contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the St. Mary's County Government, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- C. Paragraph (B) above shall not be applicable to social security taxes or to any other employment tax.
- D. No adjustment of less than \$100 shall be made in the Contract price pursuant to paragraph (B) above.
- E. As used in paragraph (B) above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.

- F. Unless there does not exist any reasonable basis to sustain an exemption, the St. Mary's County Government, upon the request of the Contractor, shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax; provided, the excise tax or duty which may give rise to either an increase or decrease in the Contract price evidence appropriate to establish exemption will be furnished only at the direction of the St. Mary's County Government.
- G. The Contractor shall promptly notify the St. Mary's County Government of matters which will result in either an increase or decrease in the Contract Price, and shall take action with respect thereto as directed by the St. Mary's County Government.

I-4.11 LATE BIDS, MODIFICATIONS OR WITHDRAWAL OF BIDS

- A. Any Bid received at the office designated in the Solicitation after the exact time specified for receipt will not be considered unless:
 - 1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for Bid receipt, or
 - 2. It was sent by mail and the County determines that late receipt was due solely to mis-handling by the County after it was received.
 - a. Any modification or withdrawal of Bids is subject to the same conditions as in (a) above. A Bid may be withdrawn by a Bidder or authorized representative but only if the withdrawal is made prior to the exact time set for the receipt and opening of Bids.
 - b. The only acceptable evidence to establish mailing date of a dated Bid, modification, or withdrawal is a postmark (exclusive of a postage meter) legibly affixed by an employee of the U.S. Postal Service.

I-4.12 INDEMNIFICATION

- A. To the extent permitted by law, the Contractor shall indemnify and save St. Mary's County Government and the Board of County Commissioners for St. Mary's County harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against St. Mary's County Government and/or the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, or which St. Mary's County Government and/or the Board of County Commissioners for St. Mary's County, Maryland may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. Without limiting the foregoing and to the extent permitted by law, the Contractor shall indemnify St. Mary's County Government and the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, and hold them harmless from and against any and all actions, liability, damages, costs, statutory penalties, or expenses of any kind that may be brought or made against St. Mary's County Government and/or the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, or which St. Mary's County Government and/or the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, may pay or incur by reason of the use, release or threatened release of Hazardous Materials, or noncompliance with Environmental Laws, arising from or out of any occurrence related to the Work and related to the Contractor's, its agent's, employee's, invitee's, Contractor's or subcontractor's acts or omissions on that site, or related to the Work or any defect thereof. In the event either or both St. Mary's County

Government and/or the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, harmless and shall pay all costs, expenses, damages and reasonable attorney's fees incurred or paid by either or both St. Mary's County Government and/or the Board of County Commissioners for St. Mary's County, Maryland, its agents and employees, in connection with such litigation.

I-4.13 CLAIMS

With respect to any and all claims against the St. Mary's County Government or any of their agents or employees or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts.

I-4.14 ASSIGNMENT OF CLAIMS

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this Clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this contract.

I-4.15 SOVEREIGN IMMUNITY

By entering into this Contract, the County and its "employees", as defined in the Local Government Tort Claims Act, §§ 5-401 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of either the Local Government Tort Claims Act.

I-4.16 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this solicitation/contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of this Contract.

I-4.17 NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

I-4.18 SEVERABILITY

In the event that any portion of this solicitation/contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Board of County Commissioners

to sever only the invalid portion or provision, and that the remainder of the solicitation/contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/contract (ordinance), or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this solicitation/contract.

I-4.19 OFFICIALS NOT TO BENEFIT

"No County Commissioner or other elected Official of St. Mary's County shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent this contract is made with a corporation for the corporation's general benefit provided the Official is not a major shareholder."

I-4.20 INDEPENDENT PRICING

THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or contract award unless otherwise required by law; and;
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

I-4.21 NOT USED

I-4.22 GRATUITIES

- A. The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Procurement Office that Gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any Officer or Employees of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract; provided that the existence of the facts upon which such findings are made shall be in issue and may be reviewed in any competent Court.
- B. In the event this contract is terminated as provided in paragraph (a) hereof, the County shall be entitled:
 - 1. To pursue the same remedies against the Contractor as it could pursue in the event of breach of the contract by the Contractor, and;
 - 2. As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing such Gratuities to any such Officer and Employee.
 - 3. The rights and remedies of the County provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I-4.23 CONTINGENT FEES

- A. A contingent fee is any commission, percentage, brokerage or other fee that is contingent on the success that a person or firm has in securing a contract with St. Mary's County. Improper influence is defined as any influence that induces a County contract on any basis other than the merits of the matter.
- B. With the exception of Small Purchases and Utilities contracts, the Contracting Officer shall insert the following Clause in all Solicitations:

1. COVENANT AGAINST CONTINGENT FEES

- a. The Contractor warrants that no person or agency has been employed or retained to solicit this contract upon an agreement or understanding for a contingent fee except a bona fide employee or agency. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or otherwise recover the full amount of the contingent fee.
- b. "Bona fide Agency" as used in this clause means an established commercial or selling agency maintained by a Contractor for the purpose of securing business, that neither exerts or proposes to exert improper influence to solicit or obtain County contracts nor holds itself out as being able to obtain any County contract through improper influence.
- c. "Bona fide Employee" as used in this clause means a person employed by a contractor and subject to the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain County contracts nor holds out as being able to obtain any County contract through improper influence.
- d. "Contingent Fee" as used in this clause means any commission, percentage brokerage or other fee that is contingent upon the success that a person or concern has in securing a County contract.
- e. "Improper Influence" as used in this clause means any influence that induces a County employee to give consideration or to act regarding a County contract on any basis other than the merits of the matter.

I-4.24 PATENT RIGHTS

- A. Whenever any article, material, appliance, process, composition, combination, means or thing called for in these specifications is covered by letters and patent, the successful Bidder must secure, before using or employing, such article, material, appliance, process, composition, combinations, means or thing, the assent in writing of the owner or licensee of such letters patent and file the same with the Contracting Officer.
- B. The contractor shall be responsible for any claim made against the County, its agents and employees for any actual or alleged infringement of patents, by the use of any such patented articles, materials, appliances, etc., in the performance and completion of the work, and shall save harmless and indemnify the County, its agents and employees from all costs, expenses and damages, including solicitors' and attorneys' fees, which the County may be obligated to pay for reason of any actual or alleged infringement of patents in the performance and completion of the work herein specified.

I-4.25 NEGOTIATION**A. SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS**

1. Any Sub-contractors and outside Associates and Consultants required by the Contractor in connection with the services covered by this contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these Sub-contractors, Associates and Consultants.

I-4.26 BRAND NAME OR EQUAL CLAUSE

If Brand Name or Equal Specifications are to be used, the inclusion of the following clause is mandatory in Solicitations and Contracts:

- A. If items called for in this Solicitation (and resulting contract) have been identified in the schedule by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Vendors offering "equal" products in a Bid or Proposal, which may include products of the named manufacturer other than listed in the Schedule, will be considered for award if such products are clearly identified and are determined by the County to meet fully the salient characteristics referenced in the Schedule.
- B. Unless the Bidder clearly indicates in the bid submitted that "an equal" product is being offered, the bid shall be considered as offering a "Brand Name" product referenced in the IFB.
- C. If the Bidder proposes to furnish an "equal" product, the brand name, if any, to be furnished shall be clearly identified in the bid. The evaluation of bids and determination as to equality of the product offered shall be the responsibility of the county and will be based on information furnished by the Bidder or identified in the bid, as well as other information reasonably available to the procuring activity. **CAUTION TO BIDDERS.** The Contracting Officer is not responsible for securing any information which is not identified in the bid and reasonably available to the procuring activity. Accordingly, to insure that sufficient information is available, the Bidder must furnish as a part of the bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to:
 1. Determine whether the product offered meets the salient characteristics requirements of the IFB, and;
 2. Establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.
- D. If the Bidder proposes to modify a product so as to make it conform to the requirements of the IFB, the Bidder shall:
 1. Include in the bid a clear description of such modifications, and;
 2. Clearly mark descriptive material to show the proposed modifications.
- E. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

I-4.27 COUNTY-FURNISHED PROPERTY

- A. The County shall deliver to the Contractor, for use only in connection with this contract, the property described in the Schedule or Specifications, at the times and locations stated therein. If the County-furnished property, suitable for its intended use, is not so delivered to the Contractor, and, if the facts warrant such action, the Contracting Officer may equitably adjust any affected provision of this contract pursuant to the provisions of the "Changes Clause" hereof.
- B. Title to County-furnished property shall remain in the County. The Contractor shall maintain adequate property control records of the property furnished by the County in accordance with sound industrial practice.
- C. Unless otherwise provided in the contract, the Contractor, upon delivery to him of any County-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the contract.
- D. The Contractor shall, upon completion of this contract, prepare for shipment or dispose of all County-furnished property not consumed in the performance of this contract, as may be directed or authorized by the Contracting Officer. If not delivered to the County, the net proceeds of any disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct.

I-4.28 TITLE AND RISK OF LOSS

- A. Title and risk of loss to all equipment, including fixed network equipment, mobiles, portables, and control stations, shall pass to the County upon acceptance by the County. The County shall be deemed to have accepted the equipment only after acknowledgment by the County of satisfactory acceptance tests provided for in the Agreement.

(End of Section I: Part 4)

(End Section I)

SECTION J: LIST OF ATTACHMENTS

J-1 Technical Specifications

See the Appendices under the Technical Specifications for detailed exhibits that will provide critical information for the design of the proposed System.

- J-1.1 FCC Licenses
- J-1.2 EDACS Fleetmap
- J-1.3 Existing Facility Information
- J-1.4 Deployment Protection Information
- J-1.5 Commercial Tower Suitability Analysis
- J-1.6 County Information
- J-1.7 Critical Buildings Inventory and Testing Results

J-2 No Bid Form

The Attachments are located on the County's web site at www.stmarysmd.com/radiorfp

(End Section J)

SECTION K: REPRESENTATIONS AND CERTIFICATIONS

INVITATION REFERENCE NO:

NAME AND ADDRESS OF BIDDER:

DUNS NUMBER:

DATE OF BID:

THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS, BY PLACING A CHECK IN THE APPROPRIATE SPACES OR OTHERWISE AS APPROPRIATE, AS PART OF THE BID IDENTIFIED ABOVE. (IN NEGOTIATED PROCUREMENTS, "BID" AND "BIDDER" SHALL MEAN "OFFER" AND "OFFEROR".) A COMPLETED REPRESENTATIONS AND CERTIFICATIONS IS TO BE RETURNED WITH THE BID.

I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

- A. Representation: The offeror represents that except for full-time bona fide employees working solely for the offeror, the offeror: (Note: The offeror must check the appropriate boxes.).
 - 1. () has, () has not employed or retained any person or company to solicit or obtain this contract; and
 - 2. () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this bid.
- B. Agreement: The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer.

II. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING

The bidder, by checking the applicable box, represents that it operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a LLC.

The bidder represents that the bidder is qualified to do business in the State of Maryland _____ Initials of authorized bidder.

III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- A. The offeror certified that:
 - 1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communications, or agreement with any other offeror or competitor relating to:
 - a. those prices
 - b. the intention to submit an offer, or

- c. the methods or factors used to calculate the prices offered;
 - 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) unless otherwise required by law: and
 - 3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- B. Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - 1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - 2. (a) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above _____
insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization; and (b) as an authorized agent, does certify that the principals named in subdivision (b) (2) (I) above have not participated and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - 3. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- C. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

IV. PARENT COMPANY AND IDENTIFY DATA

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50% of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting or otherwise.
- B. The bidder () is, () is not (check applicable box) owned or controlled by a parent company.
- C. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:
 - 1. Parent Company's Employer's Identification Number

- 2. Name and Main Office Address of Parent Company
(Please Include Zip Code)

- D. If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number

V. CLEAN AIR AND WATER CERTIFICATION

The offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environment Protection Agency List of Violating Facilities;
- B. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities; and
- C. The offeror will include a certification substantially the same as this certification, including this paragraph C, in every non-exempt subcontract.

VI. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS": If the offeror does not have a DUNS Number, it may obtain one from any DUN and Bradstreet Branch Office. No offeror should delay the submission of its offeror pending receipt of its DUNS Number.

A COMPLETED REPRESENTATIONS AND CERTIFICATIONS IS TO BE RETURNED WITH THIS BID.

(End Section K)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

- L-1** A Pre-Proposal Conference will be held as indicated on the Solicitation Form Block 10 Section A. Please contact the Procurement Office at 301-475-4200 X1223 to advise if you will be attending. **ATTENDANCE OF THE PRE-PROPOSAL MEETING IS STRONGLY ENCOURAGED.**
- L-2** Proposals/Bids arriving after the time and date designated for the submission (Solicitation Form Block 13) will not be accepted and returned unopened to the bidder/offeror. Please allow sufficient time for the preparation and delivery of your submission. **Please be aware that Federal Express does not guarantee next day delivery prior to 2:00 PM in this geographical area.**
- L-3** Bidders are required to submit an Original and Two (2) Copies of their Cost Proposal (sealed separately) and an Original and Eight (8) Copies of their Technical Proposal (sealed separately) to the address listed in Block eight (8) of the Solicitation, Offer and Award Form II-6 (front page). **Please reference Sub-Sections M.1.1, M.1.2, and M.1.3 for Technical Proposal Format.**
- L-4** Bidders/offerors shall **complete and secure** the provided "Bid" sticker on the front exterior envelope of return bid package.
- L-5** The St. Mary's County Government reserves the right to reject any or all bids, without explanation, and to waive any informalities in the same.
- L-6** The procurement schedule is **estimated** to be as follows:

Proposal Development

R=0	RFP Release
R + 2 weeks	Site Walks (two consecutive days anticipated)
R + 4 weeks	Bidder Questions to County
R + 5 weeks	County Response to Bidders
R + 9 weeks	Proposals Due

Bid Review and Selection

S=0	Proposals Due – Cost and Technical in Separate Sealed Packages
S + 2 weeks	Bid Screening/Clarification Questions to Bidders
S + 3 weeks	Bidder's Response to Questions Due
S + 6 weeks	Oral Presentations\Technical Reviews Completed
S + 7 weeks	Cost Submittal Review
S + 10 weeks	Recommendation to BOCC
S+ 11 weeks	Notice of Intent to Award

(End Section L)

SECTION M: EVALUATION FACTORS FOR AWARD**M-1 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS****M.1.1 GENERAL REQUIREMENTS**

- A. All proposals shall be signed in ink by the offeror or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the offeror shall be returned with the proposals.
- C. Technical and cost proposals shall be returned in separate sealed envelopes. The face of the envelope shall indicate the RFP number, time and date of acceptance, and the title of the proposal.
- D. Proposals must be received by the Procurement Office not later than 4:00 PM as indicated on the Solicitation Form Block 13. Requests for extension of this time and date will not be granted. Offerors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Procurement Office prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered.
- E. **Each firm shall submit an original and (8) numbered, hard copies of its technical proposal and an original and (2) numbered copies of its cost proposal to the County's Procurement Office as indicated in Section A (the cover sheet) of this Request for Proposal. The original proposal shall be clearly marked.**
- F. **For ease of review and evaluation, each firm shall submit (6) electronic copies of its technical proposal and (2) electronic copies of its cost proposal on CD or DVD format with certification labels that the media has been screened for viruses and by what method.**

M.1.2 TECHNICAL PROPOSAL FORMAT

- A. Each copy of the technical proposal shall be printed on one side of 8-1/2" x 11" paper with pages numbered consecutively in the lower right-hand corner (exclusive of the title page, table of contents, or any sectional dividers). Left and right margins must be a minimum of one-half inch. It is anticipated that copies will be provided in loose-leaf, three-ring binder form. Binders shall be no larger than 4" in thickness. Coverage maps and system drawings are permitted on 11" x 17" fold-out pages.
- B. The format and sections of the Technical Proposal shall conform to the structure outlined below. A tab identifying the section number shall separate each section and subsection listed below. The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.

Section 1: Technical Approach

Proposal Overviews

Training Requirements

Warranty Requirements

Testing Requirements

Section 2: Corporate Qualifications and References

Section 3: Assumptions to the RFP

Section 4: Compliance

Section 5: Technical Literature

Section 6: All Additional Submissions Not Included in Cost Proposal

Section 7: Project Schedule

Section 8: Drawings

B.1 Section 1: Technical Approach

Offeror shall provide a Proposal Overview which addresses the scope of work. The Offeror shall explain how the requirements identified under each section will be accomplished. A response that simply states that the Offeror can accomplish the stated need without providing sufficient explanation demonstrating how the requirements will be met is unacceptable. The Proposal Overview shall also include a statement that reflects the Offeror's full comprehension of the nature of the tasks involved in this Specification. This project is proposed in three distinct implementation phases. Offeror's proposal shall explain how the System will be deployed in phases in a cost-effective manner while minimizing impacts to radio system users and maintaining operational capabilities.

Offeror shall include pertinent information related to their design and how it meets or exceeds the system reliability/redundancy requirements of the Specification.

The Offeror shall explain how it will address the training requirements, warranty and lifecycle support requirements and the testing and certification requirements.

B.2 Section 2: Corporate Qualifications and References

The Offeror shall include information on past experience with highly-similar projects and pertinent corporate resources. At a minimum, the Offeror shall provide the following information for each reference:

- Name of client organization
- Name, title, telephone number of the point of contact for client who must be reachable and willing to supply client reference information
- Contract information, including number, nature and value

Offeror shall include in this section, the credentials for the proposed project team including their professional resumes.

Offeror shall include in this section, pertinent information related to their local subcontractor support capabilities, past performance and experience with highly-similar system designs.

B.3 Section 3: Assumptions to RFP Requirements

The Offeror shall identify and explain any assumptions made with respect to the Offeror's proposal versus any requirements, clauses, provisions, terms or conditions of the RFP. Any assumptions taken must contain sufficient amplification and justification to permit evaluation.

B.4 Section 4: Compliance

To ensure prompt and objective evaluation of the proposals, Offerors shall address in writing, every section of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection. Offerors shall explain any non-compliance in detail. The County will provide the RFP in native format to simplify response at www.stmarysmd.com/radiorf.

Acceptable compliance statements include only the following responses:

Comply. Offeror complies with the requirement fully.

Does Not Comply. Offeror does not comply with the requirement and provides a detailed explanation as to what portion(s) of the requirement cannot be met and why.

In this section, Offeror shall provide a Compliance Matrix in the form of an excel spreadsheet that will provide a summary of the detailed paragraph-by-paragraph compliance statement.

Page Number	Reference Section (Section, Paragraph)	Compliant (Yes, No)	Reason for Non-compliance

B.5 Section 5: Technical Literature

The Offeror may submit any relevant technical literature and brochures in this section.

B.6 Section 6: All additional Submissions

The Offeror shall submit here all additional information which is not to be included in the Offeror's Cost Proposal such as completed affidavits and bonds. A detailed list of these submissions must be the first page within this section.

B.7 Section 7: Schedule of the Project

All proposals shall include a detailed project schedule. A project schedule in GANTT chart format depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final system acceptance, including tasks, resources, task duration, task responsibilities, and milestones is required. Include an estimate of the project completion date, based upon the tentative project commencement date. As a minimum, the following tasks shall be addressed in the project schedule and implementation plan.

- Contract Award
- Detailed Design Review
 - System Design/Engineering
 - Project Implementation Document
- Equipment Submittal
- FCC Licensing
- Microwave Path Surveys
- Site Acquisitions
- System Programming
- Fleet Mapping
- Fixed Network Equipment Fabrication
- Subscriber Samples
- Submittal Approval by County
- System Factory ATP
- Site Preparation and Site Improvements

Arrival of Equipment
 Equipment Inventory
 Equipment Installation
 Prime/Master Site
 Remote Sites
 Console Systems
 Microwave Systems
 Optimization of FNE
 FNE Acceptance Testing
 RF Coverage Acceptance Testing
 Training of Admin, Operations and Technical Personnel
 Installation of Subscriber Equipment
 Cutover Completed
 As-Built Documentation
 Salvage Operations

B.8 Section 8 Drawings

Include block diagrams that clearly depict the proposed system, sub-systems and component equipment, including equipment layout requirements for each of the base station radio sites, console layout, prime site, and console electronics room. Drawings shall include dimensions and model numbers of the equipment specified. Provide interconnect diagrams that depict the link requirements between radio sites, console positions by location and between the radio system components and console electronics. Drawings shall include the number and types of links required. Provide one large E-sized drawing that depicts the entire system and all interconnections.

Include console layout drawings by operator position, depicting the current console furniture layout in the two dispatch centers, with dimensions, and indicating the equipment to be accommodated within the furniture.

Include all radio coverage maps in this section, which must include individual site maps as well as composite system maps.

In addition, for each base station radio or microwave site, dispatch console location, prime site and console electronics, include main power and UPS power requirements, heat dissipation, size, weight and environmental requirements for all proposed equipment.

M.1.3 PRICE PROPOSAL FORMAT

Offerors shall utilize the detailed pricing sheets included with this RFP to provide both the initial capital costs (by phase) and the 15-year life-cycle costs. Pricing shall be detailed as outlined in the spreadsheet format. All optional items shall be distinguished clearly from the primary system cost information.

M.1.4 WITHDRAWAL OF PROPOSALS

- A. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

M.1.5 MISCELLANEOUS REQUIREMENTS

- A. The County shall not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. Standard Forms 254 and 255 alone will not be considered responsive. Offerors shall provide specific information concerning the work to be completed under the proposals.
- B. The contents of this proposal submitted by the successful offeror and this RFP will become a part of any contract awarded as a result of the Scope of Services contained herein.
- C. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.
- D. The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County.

M.1.6 ORAL PRESENTATION

Offerors who submit a proposal in response to this RFP will NOT be required to give an oral presentation of their proposal to SMCG. Oral presentations are an option of SMCG and may or may not be conducted.

M.1.7 LATE PROPOSALS

LATE proposals will be returned to offeror UNOPENED if RFP number, acceptance date and offeror's return address is shown on the container.

M.1.8 UNNECESSARILY ELABORATE CONTRACTOR PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

M.1.9 AUTHORITY TO BIND FIRM IN CONTRACT

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided.

M-2 EVALUATION AND AWARD CRITERIA**M.2.1 EVALUATION OF PROPOSALS: SELECTION FACTORS**

- A. The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.
- B. The Technical Evaluation Committee will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below and depicted on the Proposal Evaluation Matrix contained herein. The firms submitting proposals shall include proposal statements on the following:

1. Experience and Understanding

- **Proven design/build management experience, skills and technical competence** with highly-similar projects. *Experience should be in APCO P25 simulcast trunking technology specifically in the public safety sector with the complexity and number of sites anticipated in the preliminary design provided.* Demonstration of this element will include an organizational chart and a narrative description of quality assurance / control plan(s). The Offeror is to be a Design Build Team competent in both design and construction. Offeror is to identify corporate structure and must include a licensed Architect to prepare construction documents and a qualified Contractor to complete the projects. The DB Architect should serve as the design manager. The construction manager must be, or have access to, a licensed Engineer to serve as field engineer during construction and close-out. A single Project Manager shall represent the Contractor during all project phases.
- **References/past performance** (i.e., satisfaction of former clients) along with names and addresses of parties for whom comparable work has been performed. Provide information for similar construction projects that have been completed over the last five (5) years with contact person and phone number.
- **Credentials** of project team, including subcontractors, particularly as related to prior work of this nature, (i.e., resumes of key personnel who will be responsible for the work and their availability). Include contact and emergency contact information.
- **Understanding of task and project requirements** as depicted in this Request for Proposal. To reduce possible errors and omissions, Contractor shall submit a QA/QC narrative plan that demonstrates that the Project's plans and specifications have gone through a rigorous, thorough review and coordination effort and that addresses the identified Project requirements and current workload and financial ability to handle this Project.

2. Operational Requirements and Implementation

- **Radio System Coverage.** The ability to deliver on the requirement for guaranteed 95% reliable radio coverage as specified in the Technical Requirements.

- **Overall Contractual Compliance.** Extent to which proposal is point-by-point compliant with the Requirements.
- **System Interoperability.** Extent to which and the ease with which internal and external users can interoperate with other local, regional and statewide radio systems.
- **System Reliability and Redundancy.** Extent to which the proposed System design achieves objectives of enhanced system availability/reliability and has no single points of failure.
- **Implementation Plan.** Evaluates the proposal's feasibility and engineering competence of the phased plan approach and schedule.

3. Maintenance and Support

- **Local Support Performance.** Evaluates the ability and qualifications of local service and maintenance facilities, and availability, location and quality of support maintenance personnel.

4. Capital and LifeCycle Cost

- **Overall Capital and Lifecycle Costs.** Evaluates the initial capital costs of the proposed system and the on-going maintenance and upgrade costs for the required 15-year lifecycle.

- C. Once each member of the Technical Evaluation Committee has independently read and rated each proposal and completed a proposal evaluation form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order.
- D. At this point, the Technical Evaluation Committee will conduct interviews and have discussions with only the top ranked firms (usually the top three, depending on the number of proposals received). Once these interviews and discussions are completed, the Source Selection Committee will finalize the rankings.
- E. The Cost Evaluation will be conducted after submission of final rankings of the Technical Evaluation Committee to the Procurement Officer. The Cost Evaluation will be combined with the Technical Evaluation to provide the Final Evaluation of the Ranked Firms. At that time, negotiations will begin with the Highest Ranked Firm to secure a Contract. If negotiations are unsuccessful, then the Second Highest Ranked Firm will be engaged in negotiations to secure a Contract and so forth.

M.2.2 Evaluation Criteria

Proposals shall be evaluated by a Source Selection Committee using the following criteria and assigned weight factors:

	EVALUATION CRITERIA	ASSIGNED WEIGHT
1	Experience and Understanding	25
2	Operational Requirements and Implementation	45
3	Maintenance and Support	5
4	Capital and Lifecycle Cost (This includes Base Bid as well as Alternate #1, Item 006)	25

M-3 AWARD OF CONTRACT

M.3.1 Final negotiations for a binding firm fixed price will begin with the top-ranked firm, based on the Evaluation Criteria in M.2.2. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top-ranked firm and negotiations will be conducted with the next ranked firm, and so on.

(End Section M)