

# **Request for Proposals**

## **Architectural/Engineering Team Professional Services**

### **KENT COUNTY, MARYLAND**

Kent County is seeking proposals from qualified and experienced Architectural/Engineering Firms for the purpose of obtaining a qualified team for Professional Services to perform work on various capital projects where there is a need for architectural and engineering support to perform services including but not limited to feasibility studies, design, and construction management.

A copy of the Request for Proposal can be obtained by downloading the document from the County website [www.kentgov.org](http://www.kentgov.org). Firms intending to submit proposals are responsible for checking this website for addenda prior to submitting their Proposal. It is the sole responsibility of the respondent to ensure the completeness and accuracy of the completed submission.

Questions are due no later than August 18, 2021 at 12:00 p.m. (local time). No further questions will be accepted after this date. All questions shall be emailed to Michael Moulds, PE, Director of Public Works at [mmoulds@kentgov.org](mailto:mmoulds@kentgov.org).

Submissions are due in the Office of the Department of Public Works at 709 Morgnec Road, Chestertown, MD 21620 on August 26, 2021 at 2:30 p.m. (local time) at which time and place they will be publicly opened and only the names of the Firms read aloud. Late submissions will not be accepted and will be returned unopened.

## **SECTION I. INTRODUCTION**

### **1. BACKGROUND**

Kent County, Maryland (the “County”) is located on the Upper Eastern Shore. The County is largely composed of agricultural, recreational and residential land uses. The County has an area of 413 square miles and a population of 20,197 residents living in 10,549 households. The County’s largest Town is Chestertown followed by the Towns of Rock Hall, Galena, Betterton and Millington.

The County is governed by a three-person Commission and managed by a full time Administrator. The Department of Public Works is responsible for managing capital improvement projects including roads, buildings, parks, public landings, water and wastewater facilities. The Director of Public Works is designated for the purposes of this RFP as the Director of Purchasing.

### **2. PURPOSE**

The County is seeking proposals from qualified and experienced Architectural and Engineering firms for the purpose of obtaining a qualified team for Professional Services, hereinafter called the “Project”.

### **3. QUESTIONS AND INQUIRIES**

A. A copy of the Request for Proposal can be obtained by downloading the document from the County website [www.kentgov.org](http://www.kentgov.org). Firms intending to submit proposals are responsible for checking this website for addenda prior to submitting their proposal. It is the sole responsibility of the respondent to ensure the completeness and accuracy of the completed submission.

B. Questions are due no later than August 18, 2021 at 12:00 p.m. (local time). No further questions will be accepted after this date. All questions shall be emailed to Michael Moulds, PE Director of Public Works at [mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

## **SECTION II. SUBMISSION OF PROPOSAL**

### **1. PREPARATION OF PROPOSAL DOCUMENTS**

A. Submit one unbound original and two (2) bound copies of the completed Proposal Documents. Provide one electronic copy in PDF format on USB portable electronic memory. Electronic copies shall be submitted in portable document format (pdf) or image file formats. Documents must be capable of being opened, read, and disseminated to accommodate the solicitation process. If electronic copies are submitted in multiple documents, the documents must be numbered in compilation order to mirror hard copy submittals. Document must be printable on 8 ½ by 11 inch paper.

B. Proposals should be tab-sequenced as follows: (1) Cover letter, (2) Respondent Background, (3) Qualifications and Experience, (4) Organizational Chart and Resumes, (5) References and (6) Rates and Expenses.

C. Respondents must supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.

D. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity, instructions will be construed in the light most favorable to the County.

E. The County is not liable for any costs incurred by the Respondent for the preparation of a proposal submitted in response to this RFP, for conducting any presentations to the County, or any other activities related to responding to this RFP.

## 2. SUBMISSION OF PROPOSAL DOCUMENTS

A. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the DIRECTOR OF PURCHASING and will be identified with the words **“Architectural/Engineering Team Proposal Submittal”** and the Respondent’s name and address. If the Proposals are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation **“Sealed Proposal Documents Enclosed”** on the face thereof.

B. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement or Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.

C. The County will not be responsible for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document received after the submission date.

## 3. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of this Request for Proposal.

B. Any and all interpretations, corrections, revisions, and amendments as determined necessary by the County will be issued by the County in the form of written addenda posted to the County website.

C. All addenda will be issued so as to be posted at least five (5) days prior to the time set for receipt of Proposal Documents.

## 4. OPENING OF PROPOSAL DOCUMENTS

Proposal Documents received on time will be opened publicly and only the Respondent’s names will be read aloud for the record.

5. **ECONOMY OF PROPOSAL**

Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content.

6. **PROPRIETARY INFORMATION OR TRADE SECRETS**

The Respondent may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, and (2) clearly marking the data/material as proprietary. The County reserves the right to ask for additional clarification prior to establishing protection.

7. **OWNERSHIP OF MATERIALS**

Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the County and is subject to public inspection in accordance with the Public Information Act to the extent allowed by law. Trade secrets or proprietary information submitted by a Respondent in connection with a procurement transaction will not be subject to disclosure under the Public Information Act. However, the Respondent must invoke the protections of this section and be in accordance with Section II.6.

**SECTION III. EVALUATION AND REVIEW OF PROPOSAL**

1. **PROJECT DESCRIPTION**

A. The County is seeking proposals from qualified and experienced Architectural and Engineering (A/E) firms for the purpose of obtaining a qualified A/E team for Professional Services.

B. The contract award will establish rates for an Indefinite Delivery Indefinite Quantity (IDIQ). The IDIQ contracts will serve as a master agreement with no monetary value. Because of the indefinite nature of the need for services, there is no guarantee of project assignment to the firms selected. Contracted firms maybe utilized for one or more assignments as projects become available.

C. This RFQ is generally intended for small contracts under \$100,000 being considered for immediate evaluation in a time sensitive manner. Larger contracts may require an individualized Request for Proposal with a more extensive scope of work.

D. It is the County's intention to award this RFP to be able to retain the services of the most qualified professionals for the size and type of projects contemplated.

E. The County may choose to contract with multiple firms if it is in the best interest of the County in order to obtain the most qualified consultants for the various tasks.

F. All vendors shall provide experience in a variety of project types including new construction and renovation of existing facilities.

## 2. SCOPE OF WORK

- A. Specific tasks under this scope of work include but are not limited to:
- 1). Architectural design and project programming, including landscape architecture and public park design. Architects with experience in new construction, renovations, planning and interfacing new construction with existing facilities.
  - 2). Civil, site, stormwater, roads, marine engineering, bridge design.
  - 3). Water and wastewater engineering including infiltration/inflow investigation and remediation, system mapping, pump station evaluation and pressure sewer design.
  - 4). Mechanical, Electrical, Plumbing, Structural Engineering and Geotechnical Services.
  - 5). Feasibility studies, site studies or conditional analyses leading to preparation of site plans, facility layouts and conceptual designs.
  - 6). Design, permit submittals, bid assistance, construction administration and inspection. Preparing bid packages suitable for obtaining quotes for public bidding. Preparing cost estimates.
  - 7). Grant writing and administration.
  - 8). Geographic Information System (GIS) mapping.
  - 9). Owner's representation on projects. Vendors should highlight all of their specific expertise within their proposal.
- B. Examples of projects in the FY22 budget and utilization of funding from the American Rescue Plan Act and Local Parks and Playground Infrastructure Grants that may fall under this RFP include but are not limited to:
- 1). Infiltration Inflow System Evaluation Study
  - 2). Wastewater pump station evaluation and upgrade project
  - 3). Wastewater treatment facility relocation and expansion project
  - 4). Tolchester WWTP influent screen replacement
  - 5). Water and sewer construction standards
  - 6). Tolchester pressure sewer system capacity evaluation.
  - 7). Kennedyville water system capacity improvements
  - 8). Well redevelopment program assessment.
  - 9). Water plant filter media replacement program
  - 10). Courthouse renovation study update
  - 11). Bayside marina pier and bulkhead replacement.
  - 12). Still Pond Station Park Plan
  - 13). County Government Building Basement Infiltration Analysis and Repair.

## 3. CONTRACTS

- A. A written award by the County to the successful Vendor in the form of a Purchase Order or other written contract document will result in a binding contract without further action by either party.
- B. Specific fees and detailed scope of works will be negotiated with the selected Vendors for specific projects.

- C. If in the event, the County and Architectural/Engineering Firms are unable to agree on a contractual scope of work, fee and terms and conditions, the County shall have the right to end negotiations and select an alternate qualified Consultant to negotiate a contract.
- D. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
- E. The County reserves the right to renew the contract for professional services with the same prices, terms and conditions as the original contract for three (3) one year terms on a yearly basis, contingent upon mutual agreement between the County and the Vendor.
- F. The contract is not assignable by the Vendor without the express written permission of the County.
- G. The successful Vendor agrees to retain all books, records, and other documents relative to the awarded contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/or State or Federal auditors shall have full access to and the right to examine any of said materials during said period.

#### 4. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS

- A. The County Commissioners in their sole determination and in the best interest of the County will select a Respondent that is the most Qualified and Responsive in complying with the provisions of the Proposal Documents. The County reserves the right to reject the Proposal Documents of any Respondent who has previously failed to perform properly in any way or complete on time contracts of a similar nature.
- B. In determining a Respondent's Proposal, the County may consider the following:
  - 1). Ability, capacity, and skill to provide the services;
  - 2). Character, integrity, reputation, experience, and efficiency;
  - 3). Quality of past performance on previous or existing projects and other evidence of performance ability;
  - 4). Previous and existing compliance with laws and ordinances relating to contracts with the County and/or other entities and to the Respondent's employment practices;
  - 5). Statement of current workload and capacity;
  - 6). Familiarity with the type of work being proposed and ability to identify solutions and alternatives that will benefit the project;
  - 7). The Respondent, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- C. In determining a Respondent's Responsiveness, the County will consider whether the Proposal Documents conform in all material respects to the Request for Proposal.

## 5. KEY PERSONNEL

A. The Proposal Document shall specifically name the key personnel that will be the designated representative of the Respondent in doing business with the County. This person shall be actively involved in meeting attendance, promptly responding to requests by the County and providing oversight of projects and invoicing.

B. The designated representative shall be an active licensed professional architect or engineer registered in the State of Maryland.

C. Provide a statement of qualifications specifically for the designated representative of the Respondent.

## 6. EXPERIENCE, STAFFING AND QUALIFICATIONS

A. Provide a brief statement describing the Respondent's background, history, resources and/or track record.

B. Provide an organizational chart of the organization to clearly show the interrelationship of management and key personnel who will be responsible for the delivery of the Services to be provided to the County.

C. Identify and provide a statement of qualifications for all project team members who will be assigned to this Project, including those responsible for "hands on" Services, as well as those assigned for supervision, oversight and responsibilities.

D. Identify any Subcontractor services that the Respondent will need to utilize to perform the feasibility study work for the County.

## 7. RATES AND CHARGES

A. Provide an hourly rate sheet for staffing by position.

B. Provide the hourly billable rate to be charged for the Respondent's designated representative.

C. Provide a list of expense unit charges for consulting services including mileage charges, CADD, GIS, phone, copying and publication that would be expected to be charged to the County for work performed.

## 8. OTHER REQUIREMENTS

A. Provide the geographic location of the Respondent's office relative to the County's location. The Respondent should include the complete address of the office proposed to handle the work.

B. Identify any conflicts of interest both existing and potential for the Respondent performing work for the County.

C. The selected Respondent will be subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws.

D. The selected Respondent will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice.

## 9. REFERENCES

Provide a minimum of five (5) references for services provided similar in nature and size to those described herein.

## 10. INTERVIEWS

The County reserves the right to engage in interviews with a shortlist of those Respondents initially deemed fully qualified, responsible, suitable, and professionally competent to provide the required services. Respondents will be encouraged to elaborate on their qualifications, experience, capabilities, and staff expertise. Proprietary information from competing Respondents will not be disclosed to the public or to competitors.

## 11. EVALUATION

A. An Evaluation Committee of the County will be responsible for recommending to the County Commissioners selection of the most highly ranked responsive and responsible Respondent. A shortlist of Respondents with the highest ranked submittals may be asked to make a detailed presentation of their product/service to the County.

B. All Respondents are advised that in the event of a receipt of adequate number of Proposal Documents, which, in the opinion of the Evaluation Committee, require no further clarification and/or supplementary information, such Proposal documents may be evaluated without further discussion. Hence, Proposal documents should be initially submitted on the most complete and favorable terms which Respondents are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

<b><u>Weighting Factor</u></b>	<b><u>Criterion</u></b>
30%	Expertise, experiences, and qualifications of the Consultant Team as related to the Scope of Work, including Team member experience.
20%	Expertise and experience working with municipal governments and municipal projects with emphasis on projects similar in scope to the project as described in the proposed documents.
20%	Performance on all projects within the last five years including, but not limited to: project success, relevance of projects to scope of work contained in the proposal documents, ability to meet deadlines, thoroughness, effective communications and representation and completeness of submittals.
25%	Billable Rates



5%	Geographic location of the Respondent relative to the location of the County and familiarity with the Respondent's ability to respond to routine everyday type requests.
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C. Each Respondent will be rated for each criterion on a scale of zero to four as described below:

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

D. A Respondent's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

E. Multiple Vendors maybe awarded this contract if it is in the best interest of the County.

END OF SECTION

# FORM OF PROPOSAL

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

To Whom It May Concern:

We hereby submit our Proposal Documents for “Architectural/Engineering (A/E) Team Professional Services” as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Contract.

Hourly Billing Rates are inclusive and shall include overhead and profit. Project related expenses will be negotiated for each specific task order on a task by task basis.

CONSULTANT KEY TEAM MEMBER	HOURLY BILLING RATE
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.
	\$ _____/Hr.

Provide additional sheets as necessary for office expense rates such a copying, travel, etc.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

## REFERENCES

List five (5) references for projects successfully completed in the last five (5) years. References should also include the local government contact in each project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address	
City, State, Zip Code	
Contact Person:	
Phone Number:	
Dates of Service:	
Date of Project Completion:	
Local Govt. Project Contact:	
Key Organization Contact:	

Type of Project:	
Company Name:	
Address	
City, State, Zip Code	
Contact Person:	
Phone Number:	
Dates of Service:	
Date of Project Completion:	
Local Govt. Project Contact:	
Key Organization Contact:	

Type of Project:	
Company Name:	
Address	
City, State, Zip Code	
Contact Person:	
Phone Number:	
Dates of Service:	
Date of Project Completion:	
Local Govt. Project Contact:	
Key Organization Contact:	

Type of Project:	
Company Name:	
Address	
City, State, Zip Code	
Contact Person:	
Phone Number:	
Dates of Service:	
Date of Project Completion:	
Local Govt. Project Contact:	
Key Organization Contact:	

Type of Project:	
Company Name:	
Address	
City, State, Zip Code	
Contact Person:	
Phone Number:	
Dates of Service:	
Date of Project Completion:	
Local Govt. Project Contact:	
Key Organization Contact:	

## EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Proposal Document covers all items as specified.

### EXCEPTIONS:

(If none, write NONE) \_\_\_\_\_

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

Number/Date/Initials

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Print Name

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Signature

# AFFIDAVIT OF QUALIFICATION TO BID

## I HEREBY AFFIRM THAT

1. I am the (Title) \_\_\_\_\_ and  
the duly authorized representative of the firm of (Name of Corporation)  
\_\_\_\_\_ whose address is \_\_\_\_\_  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for  
which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of  
my knowledge, any of its officers, directors, or partners, or any of its employees directly involved  
in obtaining contracts with the State of any county, bi-county, or multi-county agency, or  
subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or  
having during the course of an official investigation or other proceeding, admitted in writing or  
under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe  
under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the  
laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described  
in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition,  
if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the County Attorney for the County  
Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the  
representations set forth in this affidavit are not true and correct, the County Commissioners of  
Kent County may terminate any contract awarded and take any other appropriate action. I further  
acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of  
the Annotated Code of Maryland, which provides that certain persons who have been convicted  
of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified,  
either by operation of law or after hearing, from entering into contracts with the State or any of its  
agencies or subdivisions.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

## NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of \_\_\_\_\_

\_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name or Typed

GENERAL TERMS & CONDITIONS OF CONTRACT  
BETWEEN COUNTY & CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.



5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and
- (10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1)

year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

***F. All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

#### 15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

#### 16. INCONSISTENT PROVISIONS

***Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.***

***In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:***

***A. Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

- B. Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***
- C. These General Conditions.***

***The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.***

**17. INDEMNIFICATION**

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

**18. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

**19. INFRINGEMENT**

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

**20. INSPECTIONS**

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

**21. INSURANCE**

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance.

Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. defaulting in performance or is not complying with any provision of this contract;
- B. failing to make satisfactory progress in the prosecution of the contract; or
- C. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.