

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

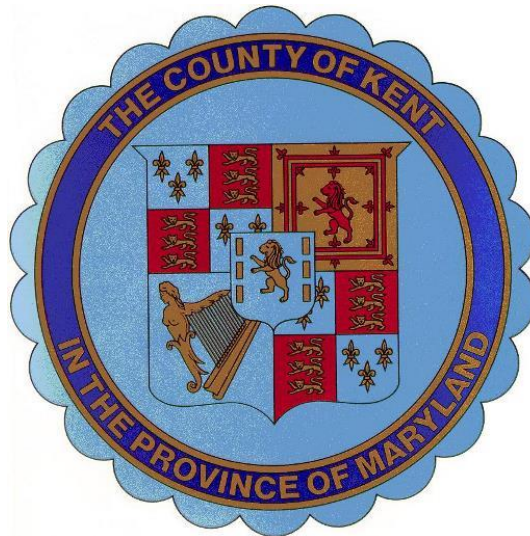
LUO 20-01

FOR

KENT COUNTY, MARYLAND

LAND USE ORDINANCE

UPDATE



Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER # LUO 20-01

<u>Date</u>	<u>Step</u>
Friday, January 24, 2020	Director of Purchasing Approves Advertising
Friday, January 30, 2020	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage (eMMA).
Tuesday, March 3, 2020	11:00 a.m. Bid Opening at 400 High Street
Tuesday, March 31, 2020	Tentative Award by County Commissioners.

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the “County”) is requesting proposals from qualified firms with national experience in zoning code formulation, revisions, and updates; general land use matters; and community planning, as well as Critical Area and Forest Conservation programs and requirements in the context of the State of Maryland, in order to obtain professional services in support of a comprehensive update to the text of the County’s Land Use Ordinance, which also serves as the County’s unified development code.

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the “Director of Purchasing” and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

- a. The bidder’s proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the pre-proposal conference.

Questions related to the scope of services must be submitted in writing to the person below.

Please refer any questions to: William A. Mackey, AICP, Director
Kent County Department of Planning, Housing, and Zoning
Email: wmackey@kentgov.org

Questions must be received by cob February 13, 2020. A summary of questions and answers, including those addressed at the pre-proposal conference, will be distributed to all attendees of the pre-proposal conference and any others known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions.

8. Submission Deadline and Instructions

All proposals must arrive at the Director of Purchasing (“Bid Receipt Office”) by March 3, 2020, at 11:00 A.M., in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 11:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, Maryland 21620-1312

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR KENT COUNTY – LUO 20-01.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and **THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.**

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- B. Evidenced of collusion among bidders.
- C. Unsatisfactory performance record as evidenced by past experience.
- D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.
PLEASE NOTE THAT SUB-SECTION F IS NOT APPLICABLE TO THIS RFP # LUO 20-01.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 11:00 a.m., March 3, 2020, 400 High Street, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the most qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the “Standard Bid Acceptance” form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this project.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County’s web site at <http://www.kentcounty.com/>

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have

the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at:

<http://www.kentcounty.com/>

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference-A PRE-PROPOSAL CONFERENCE IS NOT PLANNED.

Please email any questions for clarification, per Section A, sub-section 7, on page 6 (above).

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

ONE SIGNED, ORIGINAL, HARD COPY AND ONE DIGITAL COPY SHALL BE SUBMITTED.

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland Marketplace Advantage (eMMA).

6. Bid Surety – THIS IS NOT APPLICABLE TO THIS RFP

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within

the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

- A. Task Comprehension and Project Approach (25%).
- B. Project Team Qualifications and Experience (40%)
- C. External References and Quality of Proposal (20%)
- D. Price (15%)

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds – THIS IS NOT APPLICABLE TO THIS RFP

In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage (eMMA). Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the “Kent County Government Substance Abuse Policy,” to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the “Standard Bid Form” whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a “**Certificate of Insurance**” indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

- A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of \$1,000,000.00 per event and \$1,000,000.00 per person.
- B. General Liability - Minimum - \$2,000,000.00
- C. Workers’ Compensation Insurance as required as law.
- D. Comprehensive Liability Insurance with minimum limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.
- E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
- F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first-time successful bidders doing business with the County must submit a completed standard “Federal Taxpayer Identification Certificate – W-9”.

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP # LUO 20-1 KENT COUNTY, MARYLAND LAND USE ORDINANCE UPDATE 2020

1. Project Summary

The County is requesting proposals from qualified firms with national experience in zoning code formulation, revisions, and updates; general land use matters; and community planning, as well as Critical Area and Forest Conservation programs and requirements in the context of the State of Maryland, in order to obtain professional services in support of a comprehensive update to the text of the County's Land Use Ordinance, which also serves as the County's unified development code.

The work to be performed by the selected firm will not include rezoning of individual properties or mapping. The County will be entertaining applications for the rezoning of individual properties and the subsequent formulation of a proposed new County zoning map, after the completion of the consultant's work, since new zoning districts and revised district text are both expected.

The County's purpose in issuing this RFP is to obtain the services of a national-caliber firm to review the Land Use Ordinance text and recommend revisions, so the revised text will include current best practices and the latest tools that are appropriate for application in the context of unincorporated Kent County, Maryland. Since the current text is also a unified development code, the County is also interested in recommendations on the efficacy of this approach to make the development process more easily understood and, thus, new projects more likely to occur.

The Land Use Ordinance was adopted in December 2002, and it has been amended repeatedly over time. A digital copy of the Kent County Land Use Ordinance may be accessed [here](#). Additionally, the County's recently adopted 2018 Comprehensive Plan may be accessed [here](#).

2. Background

Kent County, Maryland, is in the Delmarva Peninsula on Maryland's Eastern Shore, directly across the Chesapeake Bay from Baltimore. The County is bordered on the north by the Sassafras River that separates it from Cecil County, Maryland. The Chesapeake Bay is its western border, and the State of Delaware forms its eastern boundary. The Chester River defines the southern boundary, separating Kent County, Maryland, from neighboring Queen Anne's County, Maryland.

Kent is Maryland's second oldest County, dating back to the early 1640s. It was the first County established on the Eastern Shore, with Eastern Neck being one of first lasting Eastern Shore settlements. A railroad line runs from the Town of Chestertown north to unincorporated Worton, from where the railroad takes an eastward course through Kent County to Delaware, then to points north. Both Maryland Route 213 and U.S. Route 301 cross the County in a generally north-south direction. These highways are parts of the primary connections to the Baltimore-Washington area by way of the Bay Bridge and U.S. Route 40 and Interstate 95.

Kent County is approximately 50 miles from Annapolis, 70 miles from Baltimore, and 50 miles from Wilmington, Delaware. When the William Preston Lane Jr. Memorial (Chesapeake Bay) Bridge was completed in 1952 and the second span in 1973, the improved access to Annapolis and Baltimore dramatically accelerated growth for some Eastern Shore Counties, such as Queen Anne's County, Maryland; however, in Kent County the growth rate continued at a slower pace.

Chestertown and Rock Hall are the major population centers within the County. In the year 2010, approximately 40% of the County's population lived in the five incorporated towns in the County: Betterton, Millington, Galena, Rock Hall, and Chestertown. The unincorporated villages also serve as small population centers, although most of the County's population is distributed on its farms, small subdivisions, and dispersed rural sites. These rural, non-farm residences are supplemented by many, second home and vacation dwellings along the waterfront.

In total, Kent County consists of approximately 179,840 acres, of which 118,454 are in agricultural use. Conservation easements and other types of land restrictions affect the development pattern by restricting the amount and type of new development allowed. Kent County participates in the Maryland Agricultural Land Preservation Foundation (MALPF) Program and the Rural Legacy Program which involve the purchase of development rights. The Maryland Environmental Trust and the Eastern Shore Land Conservancy also hold easements in the County. Since 1972, a total of 40,072 acres of farmland have been permanently protected, representing about 34 percent of the County's agricultural land area. Agriculture is a key component in the County's economy.

3. Scope of Work

The selected firm will be expected to provide comprehensive analyses of the text of the Land Use Ordinance. This should include national trends in zoning best practices that are applicable in the context of Kent County. The first round of proposed text changes must be ready for County review by end of May 2020; a single second-round of revised text must be ready by mid-September 2020.

The selected firm will propose new text consistent with the overarching principles outlined in the Kent County 2018 Comprehensive Plan, Maryland State law, case law, Smart Growth principles, and newly identified opportunities for economic growth, as directed by the County Commission.

Following the submittal of the selected consultant's revised text, there will be a public forum to receive input on the proposed text. A single round of proposed amendments to the revised text would follow, with all changes being specifically directed and approved by the County.

Deliverables - The successful bidder will provide the County with the following:

- A. Comprehensive reviews, critiques, and analyses of the existing Land Use Ordinance based on national trends in zoning best practices and considering Maryland law and case law.
- B. Recommended zoning, subdivision, and other tools that are appropriate for Kent County.
- C. Revised text, including both proposed new zoning districts and revised zoning district text.

- D. A final report, including an executive summary, that presents all intelligence, conclusions, recommendations, and any next steps. The report must be professional, well-organized, succinct, and citizen friendly. Appendices for detailed data and charts may be utilized.
- E. Digital, print-ready versions in Word of all final products for ownership by the County.

Required Presentations - The successful bidder will perform the following for the County:

- A. Conduct an informal kickoff meeting with the County Administrator, Department Director, and other County staff to discuss the goals of the project, timeline, and parameters.
- B. Provide regular updates and draft products for review by the County, per an agreed-upon schedule, well in advance of the May, mid-September, and December deadlines.
- C. Provide a formal, professional presentation of final products at a televised public meeting before the Board of County Commissioners at a date to be mutually agreed-upon.

4. Proposed Schedule – THE FOLLOWING WAS DISTRIBUTED TO THE PUBLIC.

This schedule is being distributed on behalf of the Kent County Board of County Commissioners (the Board) to provide the public with information and staff with direction on the Comprehensive Rezoning and Update (CRU) to the Kent County Land Use Ordinance (LUO). The LUO serves as the County's zoning code and includes its official zoning map. Every property in the County located outside of an incorporated Town (Betterton, Chestertown, Galena, Millington, Rock Hall) is designated with a County zoning district. County zoning applies only to unincorporated land in the County; it does not affect incorporated Towns.

The CRU process will include full review of all LUO text and potential evaluations of every property located in the County, but not in any Towns (above). The CRU offers all members of the public the opportunity to request changes to any provision of the LUO, and it offers all property owners the opportunity to request changes to the County zoning districts applied to their properties. The CRU 2020-2021 process is designed to contemplate major changes to the County's system of land regulation, including text and map changes.

The CRU 2020-2021 process is envisioned as three major components: (1) broad public outreach managed by County staff, (2) specific, technical recommendations by a national-caliber zoning consultant firm, and (3) chapter-by-chapter and property-by-property input by members of the public and property owners, respectively, who wish to request changes to the zoning code and/or maps, also managed by County staff. There are no application fees for text changes and rezoning requests submitted as part of the CRU process.

The goal is to modernize and update the zoning text and zoning map. During this process, the Board may create *ad hoc* committees to study specific issues and report back to the Board. The CRU products will be presented to the Kent County Planning Commission for its recommendation, which will then be forwarded to the Board, along with all the products. Unlike formulation of a Comprehensive Plan, the CRU process is strictly legislative, and it is therefore fully under the purview of the Board of County Commissioners. All public meetings will be held by the Board for all members of the public and all County property owners.

Timeline

DATE	PROPOSED ACTION	IMPLEMENTATION	LEAD
Jan 2020	Adopt preliminary schedule to inform the public	CAdmin, Law, DPHZ	BOCC
Jan 2020	Complete draft RFQ/RFP for national firm to assist	KCI under contract	DPHZ
Feb 2020	Publish RFQ/RFP via eMaryland Marketplace, etc.	Law, Finance, DPHZ	CAdmin
March 2020	Rank and review responders by their qualifications	Selection Committee	DPHZ
March 2020	Select firm; best/final; contract; first press release	Law, Finance, DPHZ	CAdmin
March 2020	Pre-forum work session update for Commissioners	CAdmin, Clerk, DPHZ	BOCC
April 2020	Launch CRU webpage and re-zoning request portal	IT, ED, and DPHZ/GIS	CAdmin
April 2020	Hold first public forum (of five) for input on process	CAdmin, Clerk, DPHZ	BOCC
May 2020	Adopt resolution re official CRU 2020-2021 process	CAdmin, Law, DPHZ	BOCC
06-15-2020	Deadline for insert in Tax Bill to all property owners	Law, Finance, DPHZ	CAdmin
June-August	Review text and map; draft new zoning districts text	Consultant and DPHZ	DPHZ
Sept 2020	Review proposed zoning districts text with BOCC	Consultant and DPHZ	BOCC
Oct 2020	Hold second public forum for input on new text	CAdmin, Clerk, DPHZ	BOCC
Nov 2020	Review and revise all text based on public input	Consultant and DPHZ	DPHZ
Dec 2020	Close-out consultant's contract; press release and final call for re-zoning requests due by 12/31/2020	Law, Finance, DPHZ	CAdmin
Jan 2021	Prepare all requested re-zonings for presentation	Primarily DPHZ/GIS	DPHZ
Feb 2021	Hold third public forum for input on all re-zonings	CAdmin, Clerk, DPHZ	BOCC
March 2021	Review all re-zoning requests by property owners	Law, DPW, ED, DPHZ	CAdmin
April 2021	Prepare County-staff recommended zoning map	Law, DPW, DPHZ/GIS	DPHZ
May 2021	Review recommended new zoning map with BOCC	Law, DPW, ED, DPHZ	CAdmin
June 2021	Hold fourth public forum for input on zoning map	CAdmin, Clerk, DPHZ	BOCC
July 2021	Review and revise concepts based on public input	Law, DPW, DPHZ/GIS	DPHZ
Aug 2021	Introduce zoning legislative package and new map	CAdmin, Law, DPHZ	BOCC
Sept 2021	Send to Planning Commission for recommendation	Law, ED, DPHZ/GIS	BOCC
Oct 2021	Hold fifth forum and public hearing on legislation	CAdmin, Clerk, DPHZ	BOCC
Nov 2021	Adopt legislative package and final press release	CAdmin, Law, Clerk	BOCC
Dec 2021	Debrief with all involved agencies and close-out	All County Agencies	CAdmin

Legend

BOCC	Board of County Commissioners
CAdmin	County Administrator
ED	Economic Development Department
DPHZ	Department of Planning, Housing, and Zoning
DPW	Department of Public Works
GIS	Geographic Information Services within DPHZ
IT	Information Technology
KCI	KCI Technologies, Inc. (Kent County consultant)

5. Key Roles and Responsibilities

Kent County, Maryland

- The County will maintain overall responsibility for the project.
- The Director of Planning will be the County's project manager.
- County staff will provide for day-to-day support for the project.
- The County will be responsible for posting project information, meeting schedules, and notices of all public meetings and forums on the Kent County, Maryland official website.

Selected Consultant Firm

- The firm will prepare a detailed work program and schedule related to the text review and revision process with concurrence from the County.
- The firm will prepare documents in Word associated with the project.
- The firm will provide a proposed billing schedule for review and approval by the County, based on the completion of itemized tasks that will be submitted as part of the contract.
- The firm will provide the County with all reference materials and sources that may be used in the preparation of the revised text for the Land Use Ordinance.
- The firm will provide monthly invoicing with detailed itemization, including hourly rates and timesheets for each team member, to the satisfaction of the County Finance Department.

6. Proposal Submittal

Bidders for the *Land Use Ordinance 2020 Project* must have at least fifteen (15) years of work experience on a variety of professional projects with similar scopes of work as described in this Request for Proposals. A statement to this effect is required with all proposals.

Respondents should address and clearly satisfy the requirements of the RFP. Failure to clearly respond to the requirements of the RFP may result in the rejection of the proposal as not being responsive to this RFP. The County reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that any respondent provide additional information or make one or more presentations.

Proposal shall contain the following:

A. Letter of Interest and Executive Summary

Attach a letter that explains the firm's interest in working on this project. Include an Executive Summary that explains the firm's qualifications and experience, as they pertain to the Scope of Work and Deliverables. Please include the name, title, phone number, fax number, e-mail address, and mailing address of the person in the organization who will respond to questions about the proposal. The names, titles, and contact information of any other persons who are authorized to make representations for the firm should also be listed in the letter of interest.

B. Firm Overview

Provide the following information regarding the firm. If the use of sub-consultants is proposed, similar information should be provided for each sub-consultant.

- i. Brief history of the firm, including the year it was established
- ii. Names and resumes of the firm's principal(s). Indicate the amount of involvement the principal(s) will have under this assignment
- iii. Names and qualifications of individuals who would conduct the work described and an organizational chart
- iv. List of ongoing contracts/projects with their current status and projected termination dates

C. Project Team

Provide the following information regarding how the project will be staffed:

- i. A narrative describing the roles of each designated leader assigned to the project
- ii. Resumes of project team members
- iii. Information on other contributors for the project, including related project experience of firm and of the individual team members

D. Relevant Experience and Past Performance

Provide the following information regarding the firm's relevant experience:

- i. Describe the firm's past performance and experience, noting primary projects
- ii. Detailed description of comparable projects with similar scope of services required which the firm has either ongoing or completed within the past three years. The description should specify whether the project is completed or ongoing and should include the following:
 - a. client name
 - b. description of work
 - c. duration of the project
 - d. contact person and phone number for reference, and
 - e. the results/deliverables of the project
- iii. Relevant work samples
- iv. Links to media coverage
- v. Awards and other recognition

E. References

Provide the name, address, telephone and email address for at least three references capable of explaining and confirming the firm's capacity to successfully complete the scope of work outlined herein. References should be from the last five years.

F. Approach to Services and Proposed Schedule

Provide the following specific information regarding project approach:

- i. An overview of the consultant's understanding of the task along with a justification of the specific professional services and tools that the consultant plans to utilize.
- ii. An explanation of what tools are being recommended for the task and why they are needed; new tools and new approaches are encouraged.
- iii. Description of the process your firm would use
- iv. Include examples of tools, approaches, and methods that your firm would use

Include a proposed, detailed schedule for completion of the work in the Scope of Services. The project is anticipated to be completed within nine months of the issuance of a contract.

G. Fee for Services

Work will be performed on a fixed, not-to-exceed-price basis, with provisions for change orders and costs for additional client requests, if any. Time extensions will not be permitted.

The selected consultant will be required to execute a contract in a form acceptable to Kent County. Following the selection of a firm, a contract shall be negotiated between the County and the selected firm. Reimbursements shall be made according to an agreed-upon schedule, specified within the contract for a maximum, not-to-exceed amount.

The firm will provide a detailed work program and schedule of values, including itemized costs and anticipated start and finish dates for the major tasks associated with the project. The consultant shall define and outline the proposed elements of work, number of meetings, proposed schedule, and any assumptions made in the assembly of the fee. The consultant should identify and itemize any other significant tasks contributing to the proposed fee.

The proposal shall identify the total project fee to conduct all services included in this request for proposals, including tasks that, based on the firm's experience, may not be mentioned herein, but which would result in a better project. The consultant may also recommend alternatives for any task, which may be discretionary at this preliminary stage and which may affect the cost, so the County may make an informed decision to add and/or delete selected work from the scope of services.

The total project fee is to include all anticipated consultant's costs including, but not limited to, attending meetings, travel expenses, correspondence and reports, document preparation and

production, and document graphics, or other necessary presentation graphics, etc. Consultants are encouraged to make suggestions regarding how the work program could be improved, while still satisfying the objectives of the project.

A copy of the firm's current billing rate schedule should be included in the submission. Also, a statement of hourly and task rates for unanticipated work beyond the total project fee should be included, should such services be required. This would include fees per item, such as conducting additional meetings with County staff, additional trips to and from Kent County, additional iterations/revisions of product deliverables, and additional public presentations. Provide per-occurrence, per-unit, or per-hour rates, as appropriate, for additional services.

7. COMPLETION TIME

This project must be completed in the proposed timeframe after issuance of a Notice to Proceed.

8. WARRANTY

The contractor shall provide a one (1) year labor and materials warranty exclusive of natural disaster or third-party damage.

9. AWARD

The successful bidder shall be selected based upon a review of qualifications, experience, and price. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the county to do so.

10. PREVAILING WAGE REQUIREMENTS

There are no prevailing wage rate requirements on this project.

SECTION D. BID FORMS

BID NUMBER LUO 20-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER LUO 20-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

TOTAL BID PRICE \$_____.

To begin work as specified in the “Notice to Proceed” and to prosecute said work to be completed within the proposed timeframe after the issuance of the Notice to Proceed.

Drug Abuse Policy in Effect (Circle One)	YES	NO
Insurance certificate attached (Circle One)	YES	NO
Bid Surety Attached? (Circle One)	YES	NO
Signature form executed? (Circle One)	YES	NO
Affidavit of qualification to bid? (Circle One)	YES	NO
Non-collusion certificate (Circle One)	YES	NO

STANDARD SEALED BID FORM

BID NUMBER LUO 20-01

BIDDER:

AGENT (TYPED): _____

FIRM Name: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

FAX #: _____

Submitted by: _____

(Signature of authorized agent above)

_____, this _____ day of _____ 2020.

Accepted by:

**Shelley L. Heller, by authority of the County
Commissioners**

ATTEST:

Clerk or Deputy Clerk

DATE _____

BID SURETY – THIS IS NOT APPLICABLE TO THIS RFP.

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,
_____,
as principal, and _____,
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County
AS OWNER in the penal sum of _____ for the payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
the County Commissioners of Kent County a certain BID, attached hereto
and hereby made a part of hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

a) If said BID shall be rejected, or
b) If said BID shall be accepted and the principal shall execute and deliver a contract in
the form of Contract attachment hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment of all
persons performing labor, furnishings, materials, in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time within
which the OWNER may accept such BID, and said Surety does hereby waive notice of any such
extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact
business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX _____

E-MAIL _____

DATE: _____

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. _____

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

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

Date

Print Name or Type

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND 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 AND 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.