



COORDINATING COMMITTEE

PUR-1481
REQUEST FOR ROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE PROPOSALS AND
PRICE PROPOSALS FOR
FACILITY DESIGN SERVICES REQUIREMENTS CONTRACT

The Board of County Commissioners (BCC) of Washington County, Maryland is requesting Qualifications and Experience and Price Proposal Submittals from qualified consulting firms to provide facility and building design services for a variety of projects throughout Washington County, Maryland. These services are to be provided on an as-needed basis under a Requirements Contract. The contract will be in effect for a period of two (2) years from the execution of the Agreement, with a provision for up to three (3) one (1) year extensions.

The Washington County Coordinating Committee will evaluate responses to this request and select those service providers judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective organizations to discuss Qualifications & Experience and Price Proposals.

The format for submittals, information regarding the scope of work, and the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net> by accessing the **"Services / Bids-Purchasing /Open Bid Invitations."** Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330.

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has cancelled all face-to-face meetings. A Pre-Proposal Teleconference will be held at **10:00 A.M., (EDT/EST) on Wednesday, October 7, 2020 (EDT/EST)**. All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions. Teleconferencing is not required but is strongly encouraged. It is the Applicant's responsibility to become familiar with all information necessary to prepare a proposal.

Interested firms shall submit one (1) original, Five (5) copies and six (6) flash drives of their Qualifications and Experience information, including Standard Form 330 enclosed in a sealed opaque envelope marked **"Q & E – Works Facility Design Services"** and one (1) original, five (5) copies and six (6) flash drives of their Price Proposals in a separately sealed opaque envelope marked **"Price Proposal – Facility Design Services"**, to the Office of Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, October 28, 2020**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

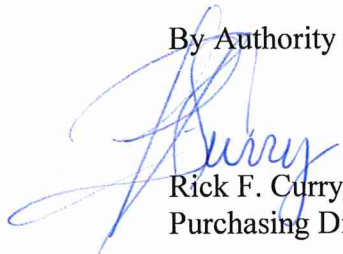
NOTE: Washington County government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Proposers shall allow ample time for delivery of their Proposal packets. Delivery of proposal packets via-courier service or United States Postal Service (USPS) will be accepted. For those proposers who wish to deliver their proposal packets in person will need to call 240-313-2330 to receive instructions for submitting their packets.

Inquiries regarding this request should be directed to **Rick F. Curry, CPPO - Purchasing Director** at **240-313-2330**. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Purchasing Director of Purchasing



COORDINATING COMMITTEE

**PUR-1481
REQUEST FOR ROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE AND
PRICE PROPOSALS FOR
FACILITY DESIGN SERVICES REQUIREMENTS CONTRACT**

September 30, 2020

Qualified consultant firms are hereby invited to submit a proposal to provide facility design services on an as-needed basis for a variety of projects throughout Washington County.

Interested firms shall provide Qualifications and Experience (Q & E) Proposals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's Q & E to evaluate qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & E's considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm.

I. PROJECT

As a result of the six (6) year Washington County Capital Improvement Plan (CIP), unanticipated emergencies, and regular facility and building maintenance needs, Washington County (County) will require mechanical, electrical, plumbing, and structural as well as architectural/building support services from qualified consultant firms (Consultants). To this end, the County is seeking proposals for requirements contracts from the same.

Project assignments will be issued in two distinct manners through this contract. Assignments with a fee of **less than** \$50,000 will be given to the designated responsive-responsible Consultant with the lowest price proposal. Assignments with fees anticipated **to exceed** \$50,000 will have a defined scope of work specified and distributed to those firms deemed most qualified following in sequence of the lowest overall price proposal and offered on a stand-by list. The County intends to limit the stand-by list to a maximum of three (3) firms, one (1) of which will be the designated responsive-responsible Consultant with the lowest overall price proposal. Assignment value will be determined when the Consultant applies the necessary man-hours and his/her standard rates to the individual assignment. Requirements contracts will be in effect for a period of two (2) years from the Execution of the Agreement, with a provision for up to three (3) one (1) year extensions. For the initial two (2) years of the Contract, there will be no increase applied to the labor rates. For each of the three (3) one (1) year extensions, a three (3%) percent increase will automatically be applied to all labor rates of the prior contract term's rates.

There will be no fixed contract price. A not-to-exceed limit will be established for each individual assignment as described in Section VIII. The specific assignments that will be covered under this contract are not known at this time. There are no guarantees as to the minimum or maximum value of this contract.

The County will consider proposals from independent Consultants capable of providing all services defined herein as well as, Consultant teams combined from different companies who are capable of providing the services outlined herein. Proposals from consultants or a team of consultants not capable of performing all the services outlined herein shall be deemed non-responsive, non-responsible. When consultant teams propose and are awarded assignments under this contract, the hourly rates of the various job classifications shall apply to all consultants working on the project.

This is the first time for the contract and no previous representative contract amount can be provided.

II. SCOPE OF WORK

- A. Interested Consultants shall develop a team of professionals who are capable of offering all the variety of services defined herein. The County will not accept and will determine respondents who do not offer a comprehensive team as being non-responsive, non-responsible to the RFP. Thus, yielding a rejected proposal. The team of professionals may be from various sub-contractors or from within the same company.
- B. Projects assigned to the Consultant under this contract may include, yet not be limited to:
 - 1. Mechanical Engineering/ HVAC Engineering: Including the planning, design, installation, and repair of heating, ventilating, air conditioning systems, exhaust systems, direct digital controls, chilled water systems and heating water systems.
 - 2. Electrical Engineering: Including comprehensive electrical system design, onsite power generation requirements and distribution, critical power systems, integration of IT and AV into overall building design, device coordination and arc fault services, lighting protection systems, fire alarm systems.
 - 3. Plumbing Engineering: Including domestic cold and hot water systems, domestic waste and vent systems, fuel gas piping systems, storm water systems, performance specification of automatic sprinkler systems, water conservation systems.
 - 4. Structural Engineering: Including assessing and inspecting structures and buildings. The structural design and detailing of foundations, walls, beams, columns, floor and roof systems and loads.
 - 5. Energy Management: Including energy audits and system management, energy recovery, and utility monitoring.
 - 6. Lighting Design: Including lighting plan design, life cycle cost benefit and return on investment analysis, illuminance calculations, color temperature analysis, on-site lighting mock-ups and aiming adjustments, custom lighting design, control design.

7. System Commissioning: Including functional testing, owner training, system documentation.
 8. Sustainable Design: Including investigating and implementing cost effective designs for all systems, energy conservation technologies, energy modeling, LEED consulting.
 9. Industrial Hygiene: Including anticipating, recognizing, evaluating, testing, and controlling health and safety hazards. Performing Phase I and II Environmental Site Assessments, asbestos, lead, PCB and mold surveys and sampling analysis, industrial hygiene and indoor air quality assessments.
 10. Architectural Services: Including project consultation, schematic designs, design development, preparing plans and specifications in accordance with American Institute of Architecture (AIA) guidelines, construction documents, securing building permits, assisting with bidding and providing construction phase services.
 11. Preparing technical documents, scopes of work, plans, models, specifications, cost estimates, bid documents and providing construction phase services for building improvements and renovations.
- C. Assignments may include attendance and/or presentations as part of a public hearing, presentations before County, state and federal officials, on-call emergency situations, preparation of cost estimates, obtaining permits, clerical work, and computer aided drafting and conventional drafting.
- D. Each assignment may include a wide variety of construction materials and/or techniques.
- E. Each design assignment shall meet all applicable federal, state and local codes and standards. Prior to the start of any project, the Consultant shall determine the applicable codes and standards.
- F. The County will not provide office space for use by the Consultant under this contract; the Consultant shall provide all necessary office space. Should office space be required in the field, the County will provide space that is readily available at no additional cost to the Consultant.
- G. Assignments will be awarded on a case-by-case basis as the need arises. Award of assignments will be based on two distinct methods depending on the professional fees associated with the assignment. Assignments with a fee less than \$50,000 will be given to the designated responsive-responsible Consultant with the lowest price proposal. Assignments with fees anticipated to exceed \$50,000 will have a defined scope of work specified and distributed to those firms deemed most qualified and offered on a stand-by list. The majority of task assignments are anticipated to be less than \$50,000 and will focus on existing facility and building systems repairs, replacements and improvements. The County intends to limit the stand-by list to a maximum of three (3) firms, one (1) of which will be the designated responsive-responsible Consultant with the lowest price proposal. Assignment value will be determined when the Consultant applies the necessary man-hours and his/her standard rates to the individual assignment.

- H. The Consultant and County will agree to a scope of work, schedule, and fee structure in writing prior to issuing a Notice to Proceed for the individual assignment.
- I. All designs, reports, drawings, etc. developed or obtained by the Consultant as a result of this contract shall become the property of the County upon completion each assignment or termination of this contract. This includes soft copies of computations, computer aided drafting files, Building Information Models, etc. Upon request by the County, these files shall be provided by the Consultant without charge.
- J. The Consultant shall maintain, at his/her own expense, all permits and licenses necessary to perform this work in compliance with Federal, State, and Local laws. The County will be responsible for all project specific applications and permit fees.
- K. The Consultant shall obtain permission from the property owners involved for access to any public or private property for the purpose of the operations under this contract. The Consultant shall not enter upon or occupy property for any purpose until permission has been granted. The Consultant shall protect and preserve all public and private property, including trees, bushes, turf, monuments, highway signs, fences, etc., on and adjacent to the site of the work, and shall use every precaution necessary to prevent damage thereto. He/she shall also be responsible for injury or damage to public or private property resulting directly or indirectly from the execution or non-execution of the work.
- L. Unless otherwise stated in the scope of work, all drawings shall be completed in an Autodesk CAD compatible .dwg format such that all the layers, line types and features are retained when accessed in Autodesk CAD.
- M. Written reports, special provisions, etc. shall be provided in Microsoft Word 2010 or later version. Converted files are not acceptable. Upon request, the Consultant shall submit all soft (electronic) files in the original software application format to the County for use and archiving. Documents in .pdf format alone are not acceptable.
- N. All review plans shall be submitted in ink printed on full size bond paper sheets as well as digital .pdf. The Consultant shall be responsible for all equipment and material necessary to produce plans.

III. SUBCONTRACTORS

The County recognizes there may be occasions that an element of work is necessary to complete an assignment by job classifications other than those indicated herein. Likewise, the County recognizes there may be a need to utilize specialized equipment that is not normally in the possession of engineering or architectural Consultants. Specialized services that cannot be reasonably categorized into the job classifications herein, may be authorized by using a sub-contractor or sub-contractors. Examples of unique situations might be specialized testing services, elevator design services, utility location companies, specialized equipment and operators such as man-lifts, cranes, etc. to perform the specified services. In cases where sub-contractor(s) are used, the County reserves the right to approve the sub-contractor prior to issuing the NTP for the respective assignment. Sub-contracted services shall be billed at the actual value of that proposed to the Consultant. The County will entertain an overhead

adjustment of the sub-contracted work not to exceed two (2%) percent of the value of the sub-contracted work. Overhead adjustments shall not apply to sub-consultants who have been identified as part of the original Consultant team assembled to meet the minimum scope of services defined in the RFP. Sub-consultants determined to be a party to the "Consultant team", may be used to assure adequate coverage of the various areas of technical expertise required under this Contract. Approval of the sub-consultants must be obtained based on the information submitted in the Qualifications and Experience Proposals. Failure of any sub-consultant to be considered acceptable may result in the consultant submittal being considered non-responsive, non-responsible.

IV. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the Consultant for their use any plans and specification or reports pertaining to this assignment currently in the County's possession. The County makes no warranty as to the accuracy of these documents nor will the County accept any responsibility for errors or omissions that may arise as a result of the Consultant relying upon them. Accordingly, the Consultant is encouraged to field verify all such information to the extent they determine necessary in order to satisfy themselves of its accuracy.

V. PROJECT SUBMITTALS AND SCHEDULES

Due to the wide variety of assignments anticipated under this contract, specific submittal and schedule requirements will not be established at this time. Such requirements will be established for each project prior to issuing the Notice to Proceed.

VI. PROJECT ASSIGNMENT SEQUENCE

Due to the varying type of projects anticipated under this Contract, the actual project sequence will vary. For the purpose of preparing a response to this request for proposal, the following is presented as a typical project assignment sequence.

Regardless of the value of the professional fee, unless designated otherwise in the scope of work request, the County will require the consultant to submit a proposal generally within three (3) weeks of issuing the request. In order to remain on the stand-by list, each and every Consultant must respond to the request for proposals by either submitting a proposal or a letter indicating no interest or lack of available manpower for the respective assignment. Failure to provide a response by the designated deadline may be just cause for the County to remove the consultant from the stand-by list.

A. Project assignments with a professional services fee of no more than \$50,000:

1. The County will develop a scope of services and forward it to the designated responsive-responsible Consultant with the lowest price proposal. The County will designate if liquidated damages will apply to this project as part of the scope.
2. The County may hold a scoping meeting with the designated responsive-responsible Consultant with the lowest price proposal to further explain any specifics regarding the project or provide documents and information necessary to prepare a reasonable proposal.

3. The Consultant shall estimate the number of man-hours, sub-contracted services and direct expenses necessary to complete the scope defined. The Consultant shall prepare man-hour summary and proposal submission to the County for review and comment. The Consultant shall not deviate from the stated hourly rates in the original price proposal throughout duration of the contract including any extensions, unless specifically authorized in writing by the County. At a minimum, the proposal must include a detailed summary of the work to be completed, a specific man-hour (by job classification) summary of the positions used on the assignment, a schedule including estimated time of completion (including reasonable and customary expectations for agency reviews) and proposals from sub-contractors used on the project assignment. The proposal price shall be a "not to exceed" value for the work depicted in the scoping letter or description provided to the Consultant.
4. After the County and Consultant agree on the proposal, the County will issue a notice to proceed (NTP) to the Consultant. In the event that the County and the Consultant cannot come to an agreement on the professional fee and/or schedule for completion, the County may elect, and reserves the right, to award the assignment using the procedures set-forth for projects valued at more than \$50,000.
5. The Consultant shall commence with the work defined in the scope of services. The Consultant may not commence with any work without a written notice to proceed from the County.
6. For design assignments, the Consultant shall make review submittals to the County at the Schematic, Design Document level (60%), the Plans, specification and estimate level (PS&E) assumed at 90% and the final level assumed at 100% complete. The County will issue review comments at each level. For assignments smaller in scope the County may dictate a different submission schedule.
7. Once all review comments from the County are addressed and the respective agency approvals have been secured, the design project assignment shall be assumed completed.

In the event that the County anticipates the professional fee to be no more than \$50,000 and seeks a proposal from the responsive-responsible consultant with the lowest price proposal, and the proposal value exceeds \$50,000; the County will maintain that proposal in confidence and seek proposals from the other consultants on the stand-by list to determine the lowest overall price proposal following the procedures set forth in the section below.

B. Project assignments with professional services greater than \$50,000:

1. The County will develop a scope of work and forward it to the designated responsive-responsible Consultant with the lowest price proposal and all Consultants designated on the "stand-by" list. The County will designate if liquidated damages will apply to this project as part of the scope.

2. The County may hold a scoping meeting with the Consultant's to further explain any specifics regarding the project or provide documents and information necessary to prepare a reasonable proposal.
3. The Consultants shall estimate the number of man-hours, sub-contracted services and direct expenses necessary to complete the scope defined. The Consultant shall prepare man-hour summary and proposal submission to the County for review and comment. The Consultant shall not deviate from the stated hourly rates in the original price proposal throughout the duration of the contract including any extensions, unless specifically authorized in writing by the County. At a minimum, the proposal must include a detailed summary of the work to be completed, a specific man-hour (by job classification) summary of the positions used on the assignment, a schedule that including estimated time of completion (including reasonable and customary expectations for agency reviews) and proposals from sub-contractors used on the project assignment. The County shall designate an, on or before, date and time to receive the proposals from the Consultants. The County will publicly open the proposals at the designated location, date and time.
4. The County shall review the proposals to ensure compliance with the terms and conditions of this RFP and the contract. Assuming all contractual matters are in compliance, the County shall award the project assignment to the overall responsive-responsible consultant with the lowest price proposal. In unique situations where time is of the essence, the County may award the project assignment based upon the Consultant's schedule. This may only be exercised on project assignments where liquidated damages apply.
5. The County awards the project assignment. The County will issue a notice to proceed (NTP) to the Consultant. In the event that the County and none of the Consultants can come to an agreement on the professional fee and/or schedule for completion, the County may elect, and reserves the right, to prepare and advertise the project independent of this contract.
6. The Consultant shall commence with the work defined in the scope of services. The Consultant may not commence with any work without a written NTP from the County. Unless otherwise specified, the Consultant shall commence work within ten (10) days after issuance of the NTP.
7. For design assignments, the Consultant shall make review submittals to the County at the concept level, Design Document level (60%), the Final Plans, Specification and Estimate level (PS&E) assumed at 90%, and the Bid Document level assumed at 100% complete. Cost estimates increasing in detail and specificity may be requested by the County in each of the review submittals. The County will issue review comments at each level.
8. Once all review comments from the County are addressed and the respective agency approvals have been secured, the design project assignment shall be assumed completed.

Any deviation from this typical sequence will be determined prior to issuing the Notice to Proceed. Regardless, the conditions relating to the fee limitations shall apply throughout the duration of this contract. The Consultant shall plan for County and agency reviews. A typical review period is between two and four weeks in duration depending on the complexity of the project. The Consultant shall make a reasonable estimation for other agency reviews.

After issuing a scope of work and request for proposals, the County will entertain questions or a request from the consultant for clarifications to the scope of work, up until ten (10) calendar days prior to the deadline for submission of the proposals. The County will issue a response to the questions or clarification to all the consultants from which proposals have been sought. No response to questions or clarifications will be considered by the County less than ten (10) calendar days within the date and time of the submission. The County, at its discretion, may postpone the deadline to submit proposals if additional time is necessary to clarify a complex issue or provide additional guidance to the consultants.

VII. LIQUIDATED DAMAGES

- A. Liquidated damages of one hundred dollars (\$100.00) per calendar day may be assessed, at the County's discretion, against the Consultant for failure to meet the schedule established. It is imperative that the Division of Public Works be contacted immediately should circumstances beyond the Consultant's control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County. Liquidated Damages will not automatically apply to all project assignments. The County will designate if liquidated damages apply to an assignment at the time of communicating the scope of services.
- B. As a requirement contract with no guaranteed minimum value, failure to meet the established schedule(s) is cause to minimize or terminate the work performed under this contract.
- C. Project assignment duration is exclusive of project review time by the County.

VIII. COMPENSATION

- A. The Consultant will be compensated on an hourly basis with an established not-to-exceed cost for each individual assignment. The proposed staff, estimated hours, and any additional costs shall be established through mutual agreement between the Consultant and the County prior to issuing the NTP for each assignment.
- B. Once the NTP is issued, the Consultant shall proceed with the design, invoicing the County on a monthly basis based on the actual man-hours charged to the project. Submitted along with the invoice shall be a breakdown of all man-hours charged and a description of project progress. **Failure to include this information with the invoice will result in rejection of the invoice.**
- C. Retainage will not automatically be retained on all project assignments. The County shall designate if retainage of up to ten (10%) percent of all fees due the Consultant applies to an assignment at the time of communicating the scope of services. The retainage shall be paid in full within thirty (30) calendar days of satisfactory completion of each specific assignment to which retainage was assigned.

- D. Employee classification and associated hourly rates for all work performed under this contract shall be as shown on Attachment A. All hourly rates shall be considered as straight time and no overtime rates will be permitted.
- E. Hourly fees will include office space, hardware, software, support, field equipment, supervision, travel, printing and copying expenses necessary to complete required tasks. No compensation will be provided for mileage other than the man-hours used for travel.
- F. Resident employee fees will include all expenses above, less office space, field equipment, supervision, printing and copying expenses.

IX. QUALIFICATIONS

The following employee classifications are to be assigned to the various projects performed under this contract depending upon the project scope. Not all classifications will be required for all project assignments. The County requires submission of resumes of individuals proposed for any given assignment. The consultant shall submit information verifying the minimum qualifications set forth herein as part of the proposal and the individual's resume. One individual may have the qualifications and experience that meet one position or multiple position requirements. Individuals added to the assignment after the initial proposal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment and the Consultant may propose an alternative. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

- A. Project Manager - This position will be the County's point of contact with the Consultant. More than one project manager may be approved under this contract; though only one shall be assigned to a specific project. One project manager should be denoted as the primary point of contact for the overall contract administration. The hourly rate submitted on Attachment A shall be used for all project managers.

The Project Manager will be qualified to oversee all aspects of an assignment. Qualifications shall include:

1. Minimum of seven (7) years of design experience in related area.
 2. Minimum of two (2) years of project management experience in related area.
 3. Current Professional Engineer or Professional Architect in the State of Maryland, dependent upon the project assignment.
 4. Twelve (12) years of progressive supervisory responsibility within the engineering/architectural profession may be substituted for professional registration listed in Section IX.A.3 above.
- B. Professional Engineer/Architect - This position will assist the Project Manager in completing assigned tasks. Qualifications shall include:

1. Minimum of four (4) years of engineering/architectural experience, similar in nature to the work required by the assignment.
 2. Significant knowledge and experience with all applicable reference material and design software.
 3. Current Professional Engineer or Architect registration in the State of Maryland.
- C. Design Engineer/Architect - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include those listed for the Professional Engineer/Architect. Qualifications shall include:
1. Graduation from an accredited four-year engineering or architecture program in the applicable field.
 2. Knowledge of and experience with all applicable reference material and design software.
 3. Five (5) years engineering/architect design experience may be substituted for graduation from an accredited program.
- D. Computer Aided Design Technician (Draftsperson) - This position will assist the Project Manager in completing the assigned tasks. This individual is primarily responsible for producing the finished drawings. Qualifications shall include:
1. Minimum three (3) years AutoCAD Civil 3D drafting experience on related projects.
- E. Industrial Hygienist/Environmental Specialist - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include performing investigative material or air quality tests and analysis. Qualifications shall include:
1. Related degree from college or university pertaining to their field of expertise.
 2. Registered Industrial Hygiene Professional (RIHP) or Certified Industrial Hygienist (CIH)
 3. Minimum three (3) years of technical experience in their field of expertise.
- F. Landscape Architect – This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include site analysis, land planning, planting design for stormwater features and sustainability. Qualifications shall include:
1. Minimum of two (2) years of experience, similar in nature to the work required by the assignment.
 2. Current Professional Landscape Architect registration in the State of Maryland.

- G. Interior Designer – This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include conceptual development, space planning, selecting essential and decorative items such as materials, colors, and lighting. Qualifications shall include:
1. Minimum of two (2) years of experience, similar in nature to the work required by the assignment.
 2. Current National Council for Interior Design Qualification Certified Interior Designer.
- H. Clerical - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include typing specifications, special provisions, reports, and providing copying and duplication services. There are no specific qualifications for this staff.

The Project Manager, Professional Engineer, and/or Architect shall affix his/her professional seal and signature to the work product when determined necessary by the County. The appropriate seal shall be in accordance with Maryland law.

X. INSURANCE REQUIRED

- A. The successful Consultant must show, prior to the execution of the Agreement, evidence of appropriate insurance as outlined in the Washington County's Policy of *Insurance Requirements for Independent Contractors*, Attachment B.
- B. Professional Liability - The successful Consultant must show, prior to the execution of the Agreement, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

XI. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. No proposal preparation expense will be paid by the County in response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. The Committee shall be comprised of the Director of Division of Public Works (Committee Chairman Designee), the Deputy Director of Public Works Buildings, Grounds and Facilities, Director of Division of Engineering, Senior Architectural Project Manager in the Division of Engineering, and the County's Purchasing Director. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.

- C. **Two separate proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) of the consultant or consultant team. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified and responsive to this request after detailed review of the Q & E by the Coordinating Committee.**
- D. The approval or disapproval of Consultants and subconsultants will be determined by their response to this request and past performance with Washington County. The Consultant should make no assumptions as to this Committee's prior knowledge of qualifications.
- E. As a minimum, the **Qualification and Experience (Q&E)** proposal shall include the following:
1. Standard Form 330 listing only those projects similar to that proposed and the resumes of only the staff to be assigned to this contract. Clearly indicate for which staff position(s) they are being proposed. Based on their qualifications, some staff may meet the requirements for more than one employee classification. Multiple individuals may be listed under a single employee classification to assure adequate coverage of all areas of expertise. Provide a listing of relevant projects. Provide a listing of staff that worked on the project and their project assignment (i.e., design engineer, designer, etc.). Complete project description, nature of firm's responsibilities, project owners' name and reference contact with current telephone number, among other things, shall be fully described in the form. Due to space limitations in the form, separate, detailed resumes are encouraged.
 2. Complete Attachment C, showing all proposed staff and associated classifications.
 3. A statement by the Consultant of their ability both in experience and available manpower to meet the requirements contained herein.
 4. Fully executed Government-Wide Debarment and Suspension Affidavit (Attachment D using the form provided herein.
 5. Conclusion, remarks, and/or supplemental information pertinent to this request.
- F. As a minimum, the **Price Proposal** shall include the following:
1. The Proposal Form contained herein, Attachment A.
 2. The proposal must be accompanied by a fully executed Non-Collusion / Anti-Bribery Affidavit (Attachment E) executed by the contractor, or in case the contractor is a corporation, by the appropriate legal and duly authorized representative of the proposing corporation, on the form provided.
 3. Completed Price Matrix (Attachment F) provided herein.
 4. Conclusions, remarks and/or supplemental information pertinent to this request.

- G. Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
- H. The County will have up to ninety (90) calendar days to review all Qualification and Experience Proposals. The Price Proposals of those submittals determined to be unacceptable to the Coordinating Committee will be returned to the Consultant, unopened.
- I. Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
- J. The Contract will be awarded to the Consultant(s) offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- K. Proposals must include the full name and address of proposed. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
- L. Proposals may not be altered or amended after they are opened.

XII. METHOD OF AWARD AND TERMINATION

- A. The County will designate a responsive-responsible Consultant with the lowest price proposal, who will be offered all assignments with a fee expected to be \$50,000 or less and establish a "stand-by" list of Consultants who the County will solicit individual proposals from for assignments expected to have a professional fee greater than \$50,000. The "stand-by list" shall consist of a maximum of three (3) Consultants, one of which is the designated responsive-responsible consultant with the lowest price proposal.
- B. Upon qualification of proposers, the lowest total price from the Price Matrix (Attachment F) will be used by the County to determine the designated responsive-responsible Consultant with the lowest price proposal. The price matrix has been prepared for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary considerably from the values indicated in the price matrix. In the event that more than three (3) Consultants are deemed qualified and the County actually opens each of their price proposals, the next two (2) responsive, responsible Consultants with the lowest price proposal, in sequence from low to high value, from the price matrix may be placed on the "stand-by" list.
- C. The successful Consultant(s) will be required to enter into the contract agreement with the County, Attachment G. This form shall be used. No modification will be permitted.
- D. Upon contract award, the County will clearly identify which proposed staff is considered acceptable to perform the services described herein. Individual approvals may vary throughout the project based on performance.

- E. The County reserves the right to request specific staff from those offered under contract. The Consultant shall make every reasonable effort to accommodate such requests. Repeated failure to accommodate such requests is cause to terminate the contract.
- F. As a requirements contract, there is no guaranteed minimum or maximum number of hours or staff.
- G. Individuals assigned to a project by the Consultant shall be approved by the County and shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
 - 1. Written notice shall be given to the DIVISION OF PUBLIC WORKS at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
 - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of experience and training shall be submitted for review and approval by the DIVISION OF PUBLIC WORKS.
 - 3. For any approved change of personnel, the original unit contract price shall remain fixed and will not be revised.
 - 4. Repeated requests of this nature shall be cause for the County to terminate the contract.
- H. Should the Consultant remove or attempt to replace personnel without written approval by the Division of Public Works, the County may terminate the contract. The Consultant shall be liable to the County for any cost incurred resulting from such action. Such cost shall be reimbursed to the County or deducted from the Consultant's fee as applicable.
- I. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

XIII. CRITERIA USED TO DETERMINE QUALIFICATIONS

The following criteria may be considered when evaluating the qualifications and experience of the Consultants who have submitted proposals. This list is in general and not specific nor limited to these items:

- A. Quality and completeness of the proposal document submitted.
- B. Demonstrated experience and ability in the system management of buildings, design and construction management of the various professional services defined herein.
- C. Demonstrated ability to meet expected project schedules and completion times.

- D. Demonstrated experience in public building and facility related projects. Significant experience in the area of private services will not be sufficient to successfully secure this contract.
- E. Demonstrated experience with the software applications specified herein.
- F. Previous performance experience on other Washington County, MD contracts.
- G. An evaluation of the firm's ability to perform on time and within approved budgets.
- H. Specialized expertise within the firm.
- I. Geographical relationship and responsiveness for the entire project team to Washington County, MD.
- J. Qualifications and experience of the staff members proposed for this contract. Assurance of professional licenses, certifications and registrations required under the RFP.
- K. Demonstrated experience with state and federally funded projects.

XIV. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussion after award of the contract.

Nothing in this RFP nor the contract between the County and the successfully awarded Consultant(s) shall prohibit the County from retaining the services of other Consultants for similar scoped project assignments.

The County is on a subscription service to regularly upgrade the AutoCAD Civil 3D software. This is a multi- year contract and as such, the potential exist that Autodesk will upgrade the software within the duration of this contract. The County reserves the right to require the Consultant to upgrade the software version that plans will be prepared and submitted upon. The Consultant shall have sixty (60) calendar days to comply with this requirement after the County gives written notification. The date of notification shall be the date stamped on any letter or electronic transmission to the Consultant from the County.

XV. PRE-PROPOSAL CONFERENCE

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has cancelled all face-to-face meetings. A Pre-Proposal Teleconference will be held at **10:00 A.M., (EDT/EST) on Wednesday, October 7, 2020 (EDT/EST)**. All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions. Teleconferencing is not required but is strongly encouraged. It is the Applicant's responsibility to become familiar with all information necessary to prepare a proposal.

XVI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should immediately request in writing an interpretation from: Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, **FAX: 240-313-2331**; or send questions in Microsoft Word platform via email to: **purchasequestions@washco-md.net**

All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDT/EST), Wednesday, October 14, 2020** may not be considered. Every interpretation made by the County will be made in the form of an addendum.

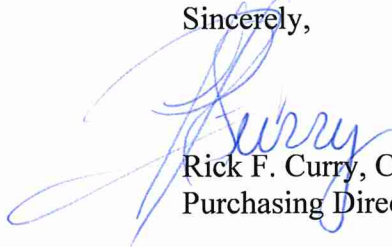
XVII. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of the proposal shall be on forms 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.
- C. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Director of Public Works.
- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Director of Public Works.
- E. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. Consultants should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

- H. **Political Contribution Disclosure:** The Bidder shall comply with Article 33, Sections 14- 101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- I. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- J. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is charterhelp@helpdat.state.md.us the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.

All interested firms should send one (1) original, five (5) copies and six (6) flash drives of the Qualifications and Experience Proposal enclosed in a sealed opaque envelope marked "**Q & E – Facility Design Services**" and one(1)original, five (5) copies and six (6) flash drives of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – Facility Design Services**" no later than **4:00 P.M. (EDT/EST), Wednesday, October 28, 2020**. Submittals are due in the office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740.

Sincerely,



Rick F. Curry, CPPO
Purchasing Director

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (7)

cc: Coordinating Committee Members

Summary of Attachments

- A. Facility Design Services Requirements Contract – Price Proposal Form
- B. Insurance Requirements for Independent Contractors
- C. Staff Matrix
- D. Government -Wide Debarment and Suspension Affidavit
- E. Non-Collusion / Anti-Bribery Affidavit
- F. Price Matrix
- G. Agreement by and Between Board of County Commissioners
of Washington County, Maryland and the Consultant (Sample)

PUR-1481

PRICE PROPOSAL FORM

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

FACILITY DESIGN SERVICES REQUIREMENTS CONTRACT

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda: No. _____, Dated _____, No. _____, Dated _____, No. _____, Dated _____
 No. _____, Dated _____, No. _____, Dated _____, No. _____, Dated _____ for the
 following amounts. Amounts shall be shown in both words and figures. The written amount shall govern.

A. Project Manager – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

B. Professional Engineer (Mechanical) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

C. Professional Engineer (Electrical) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

D. Professional Engineer (Plumbing) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

E. Professional Engineer (Structural) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

F. Professional Architect – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

G. Professional Landscape Architect – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

H. Professional Industrial Hygienist / Environmental Specialist – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

I. Design Engineer (Mechanical) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

J. Design Engineer (Electrical) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

K. Design Engineer (Plumbing) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

L. Design Engineer (Structural) – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

M. Design Architect – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

N. Design Landscape Architect – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

O. Computer Interior Designer – Hourly Rate:

Standard Rate: _____ (Written) (_____) (Figures)

P. Computer Aided Design Technician – Hourly Rate:

Standard Rate: _____ (Written) _____ (Figures)

Q. Clerical – Hourly Rate:

Standard Rate: _____ (Written) _____ (Figures)

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of the Request for Proposals (RFP) dated **August 24, 2020** and any Addenda issued thereto and referenced above.

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Signature of Officer of Firm: _____

Printed Name and Title: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ Federal Employer's Identification No.: _____

Remarks / Exceptions: (If no exceptions are taken, state NONE): _____

For Informational Purposes Only: Has your firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below)

_____ Yes _____ No

POLICY TITLE: **Insurance Requirements for Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

- I. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory

Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

- II. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date:	August 27, 1991
Effective Date:	August 27, 1991
Revision Date:	March 4, 1997
Effective Date:	March 4, 1997

STAFF MATRIX	
POSITION CLASSIFICATION	ASSIGNED STAFF
Project Manager*	
Project Manager*	
Professional Engineer* (Mechanical)	
Professional Engineer* (Electrical)	
Professional Engineer* (Plumbing)	
Professional Engineer* (Structural)	
Professional Architect*	
Professional Landscape Architect*	
Industrial Hygienist/Environmental Specialist*	
Design Engineer (Mechanical)	
Design Engineer (Electrical)	
Design Engineer (Plumbing)	
Design Engineer (Structural)	
Design Architect	
Design Landscape Architect	
Interior Designer	
Computer Aided Design Technician	
Computer Aided Design Technician	
Computer Aided Design Technician	
Clerical	
Clerical	
Clerical	

*Those marked as such are required to have appropriate professional registration.

Note: A team member may function in several positions (i.e. design engineer mechanical, electrical, etc.), provided they satisfy the qualifications of the position classification.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name of Contractor's Authorized Official: _____

Printed Title of Contractor's Authorized Official: _____

Date: _____

Government-Wide Debarment and Suspension – Attachment D

Facility Design Services
Washington County, Maryland

PUR-1481

Page 26

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor _____

Address _____

Telephone _____ Proposal Number **(PUR-1481)**

I, _____ the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above-named Contractor and I affirm the following:
(Month) (Year)

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

PRICE MATRIX			
Job Classification	Hourly Rate from Proposal Form ^{[1] [4]}	Number of Hours for Respective Classification ^[2]	Price Extended (rate x hours)
Project Manager		60	\$
Professional Engineer (Mechanical)		80	\$
Professional Engineer (Electrical)		24	\$
Professional Engineer (Plumbing)		24	\$
Professional Engineer (Structural)		24	\$
Professional Architect		40	\$
Professional Landscape Architect		16	\$
Industrial Hygienist / Environmental Specialist		24	\$
Design Engineer (Mechanical)		120	\$
Design Engineer (Electrical)		40	\$
Design Engineer (Plumbing)		40	\$
Design Engineer (Structural)		40	\$
Design Architect		60	\$
Design Landscape Architect		24	\$
Interior Designer		40	\$
Computer Aided Design Technician		240	\$
Clerical		16	\$
Total Proposal Value ^[3]			\$

1. Hourly rate as written on the proposal form Attachment "A". In the event of a transposing or computation error on this form the hourly rate indicated on the Proposal Form (Attachment A) applied to the designated number of hours per job classification will be the prevailing price.

2. Estimation of the number of hours used for deriving a lowest cost proposal. These values in no way indicate or should be construed to indicate a minimum number of actual billable hours anticipated in this contract. These values are for the sole purpose of estimating and comparing price proposals.

3. This total is the value that will be used to designate the responsive, responsible Consultant with the lowest price proposal and those in increasing value of lowest cost proposals for the stand-by list.

4. A zero (\$0) or blank hourly rate for any job classification will be considered non-responsive.

**PUR-1481
AGREEMENT**

**BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

AND

I. PARTIES

This Agreement is made and entered into by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a subdivision of the State of Maryland (the “County”), and the firm of _____ a _____ corporation (the “Consultant”).

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated September 30, 2020 and all addenda (collectively the “RFP”) and the Consultant's “Proposal” dated _____ (the “Proposal”), the contents of said “RFP” and “Proposal” are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project schedule as contained in the “RFP.”

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the "RFP" within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine, in its sole discretion, that termination is in the best interest of the County, the County may terminate this Agreement, in whole or in part, at any time during the term of this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated and the effective date of such termination. If this Agreement is terminated as provided for in this paragraph, the Consultant shall be entitled to compensation only for satisfactory work completed up to the effective date of termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting there from and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or

otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as exist and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF WORK, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this work or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the "RFP."

XIII. MEETINGS

When requested by the person established as the primary contact for the task being performed, selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project for the following Hourly Rates as set forth in the "RFP" and the "Proposal":

- A. Project Manager – Hourly Rate:
Standard Rate: _____/hr.
- B. Professional Engineer (Mechanical) – Hourly Rate:
Standard Rate: _____/hr.
- C. Professional Engineer (Electrical) – Hourly Rate:
Standard Rate: _____/hr.
- D. Professional Engineer (Plumbing) – Hourly Rate:
Standard Rate: _____/hr.
- E. Professional Engineer (Structural) – Hourly Rate:
Standard Rate: _____/hr.
- F. Professional Architect – Hourly Rate:
Standard Rate: _____hr.
- G. Professional Landscape Architect – Hourly Rate:
Standard Rate: _____/hr.
- H. Industrial Hygienist/Environmental Specialist – Hourly Rate:
Standard Rate: _____/hr.
- I. Design Engineer (Mechanical) – Hourly Rate:
Standard Rate: _____/hr.
- J. Design Engineer (Electrical) – Hourly Rate:
Standard Rate: _____/hr.
- K. Design Engineer (Plumbing) – Hourly Rate:
Standard Rate: _____/hr.

- L. Design Engineer (Structural) – Hourly Rate:
Standard Rate: _____/hr.
- M. Design Architect – Hourly Rate:
Standard Rate: _____/hr.
- N. Design Landscape Architect – Hourly Rate:
Standard Rate: _____/hr.
- O. Interior Designer – Hourly Rate:
Standard Rate: _____/hr.
- P. Computer Aided Design Technician – Hourly Rate:
Standard Rate: _____/hr.
- Q. Clerical – Hourly Rate:
Standard Rate: _____/hr.

County-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for cost re-negotiation, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order to the purchase order to this Agreement.

XV. METHOD OF PAYMENT

The Consultant will, at a designated time each month, submit on its standard form an invoice for his services rendered. The invoices shall indicate the total amount due for each discipline, showing hours multiplied by hourly rates. In addition, the Consultant shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Consultant is required to furnish as part of the Agreement.

The Consultant shall submit the original and two (2) copies of the invoice directly to the person and address established as the primary contact for the task being invoiced. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Office of Budget & Finance for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant shall not:

- (1) ... fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or
- (2) ... limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

In addition, the Consultant further certifies that it now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**A. Professional Liability**

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, its servants or agents, under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents (other than that arising out of Consultant's professional services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

C. The Consultant will not hold the County liable for any injuries to employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.**D. The Consultant will provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters referenced in subparagraphs (A) and (B) of this section (i.e. \$1,000,000 for Professional Liability and \$1,000,000 for General Liability).****XXI. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate

this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Consultant, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order is issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, members or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.

- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17- 402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1481** to be executed on

_____, 2020, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

Secretary

BY: _____ (SEAL)

Name and Title

Address: _____

ATTEST:

Krista Hart, Clerk

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

BY: _____
Jeffrey A. Cline, President

Recommended for approval:

Andrew Eshleman, Director
Division of Public Works

Approved as to Form and Legal Sufficiency:

Kirk C. Downey
County Attorney