CHARLES COUNTY, MARYLAND

REQUEST FOR PROPOSALS

DETENTION CENTER INTAKE AREA
RFP NUMBER 17-06

July 20, 2016

Prepared For:

Charles County
Department of Public Works
Capital Services Division
# Table of Contents

## PART I - INSTRUCTIONS TO OFFERORS

1.0 PREPARATION OF PROPOSAL ................................................................. I-1
2.0 CONTRACT INFORMATION ........................................................................ I-7
3.0 TECHNICAL PROPOSAL CONTENT ............................................................. I-9
4.0 COST PROPOSAL CONTENT ....................................................................... I-10
5.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION I-11
6.0 SOCIO-ECONOMIC PROGRAMS ................................................................. I-12
7.0 MISCELLANEOUS TERMS ......................................................................... I-13
8.0 FORMS ..................................................................................................... I-17

## PART II - GENERAL PROVISIONS

1.0 GENERAL PROVISIONS .............................................................................. II-1

## PART III - SPECIAL PROVISIONS

1.0 GENERAL ................................................................................................. III-1
2.0 SCOPE OF SERVICES ................................................................................ III-3
3.0 SCOPE OF WORK ........................................................................................ III-5

## APPENDICES

APPENDIX 1 – MAPS.......................................................................................... APP-1
APPENDIX 2 – PLANS, REPORTS, AND SPECIFICATIONS ............................... APP-3
APPENDIX 3 – RECORD DRAWINGS ............................................................... APP-4
PART I - INSTRUCTIONS TO OFFERORS
1.0 PREPARATION OF PROPOSAL

1.1 GENERAL INFORMATION

The County Commissioners of Charles County are hereby requesting proposals from qualified contractors to provide design services for the design of an addition to the existing Charles County Detention Center, on-site improvements, and a prefabricated pedestrian bridge.

As used herein, the term “County” shall refer to the Government of Charles County, Maryland. The term “Offeror” shall mean the individual or firm submitting a response to this solicitation, and shall be synonymous with the terms, “bidder”, “proposer”, “quoter”, etc. In like manner, the term “Proposal”, shall refer to a response submitted to this solicitation, and shall be synonymous with the terms “offer”, “bid”, “quote”, etc. The term “Contract” shall mean the agreement between the County and the Offeror selected, whether issued by formal contract, award letter, purchase order, or any other means acceptable to the County. The term “Contractor(s)” shall mean the Offeror/Engineer(s) selected for award, based upon the proposal(s) submitted in response to this solicitation.

1.2 TECHNICAL PROPOSAL PACKAGE CONTENT

A complete Technical Proposal package shall include the following:

1.2.1 Transmittal Letter

Transmittal letter stating that the Offeror is or will be licensed to do business in the State of Maryland prior to August 25, 2016, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. Any information identified as “Confidential” shall be noted by reference and appended to the Transmittal Memo. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to Part I, Section 7.8 – Public Information Act/Confidentiality Notice.

1.2.2 Standard Form (SF) 330

Offerors proposals shall be submitted on Standard Form 330 (template available on Charles County’s Purchasing Division webpage). Offerors shall demonstrate at least five (5) years of experience and provide project summaries for five (5) representative projects over the past five (5) years and address the requirements identified in Part I, Section 3.0 – Technical Proposal Content of this solicitation. Experience of subcontractors may not be used as experience of the Prime Contractor.

1.3 ORIGINAL PROPOSAL PACKAGE CONTENT

A complete Original Proposal package shall include the following:

1.3.1 Cost Proposal Form

Cost proposals shall be submitted on the Cost Proposal Form, attached hereto. All blank spaces of the form shall be fully completed in legible ink or typewritten. The Offeror shall provide per lump sum pricing for all Base Bid Items and unit pricing for all Contingency Items on the Cost Proposal Form and address the requirements identified in Part I, Section 4.0 – Cost Proposal Content. All prices shall include all profit, overhead, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.
The *Cost Proposal Form* must be signed by an officer authorized to make a binding commitment for the firm submitting the Proposal.

### 1.3.2 Other Forms

The following items shall also be submitted in the Original Proposal package:

a. Copy of Technical Proposal package;
b. Addendum Certification Form;
c. Intended Non-MBE Subcontractors Form;
d. Charles County MBE Utilization Affidavit Form;
e. Proposed MBE Subcontractors Form;
f. SLBE Utilization Affidavit (if applicable);
g. Official Letter of SLBE Intent (if applicable); and
h. Non-Collusion Affidavit.

### 1.3.3 Offeror Certification of Acceptance

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *Appendices* is made part of this solicitation package.

### 1.3.4 Additions/Modifications to Solicitation Forms

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

### 1.4 PROPOSAL SUBMISSION

Please see the *Solicitation Schedule*, below, for the due date and time for proposals. Proposals shall be valid and irrevocable for a minimum of one hundred twenty (120) days from the due date. Submission, modification, or withdrawal of proposals after the date/time will NOT be considered.

#### 1.4.1 Technical Proposal Package Submission

Offerors shall submit six (6) bound copies of the Technical Proposal packages in one sealed envelope separate from the Original Proposal package labeled with the Company’s name and address and marked “Technical Proposal”.

#### 1.4.2 Original Proposal Package Submission

Offerors shall submit two (2) unbound, so identified, Original Proposal packages and a complete copy on CD in pdf format. Original Proposals shall be submitted in separate sealed envelopes from the Technical Proposal package, labeled with the Company’s name and address and marked “Originals”.

#### 1.4.3 Delivery of Proposal Package Submission

Technical and Original proposal envelopes shall be sealed in a package marked “**RFP No. 17-06, DETENTION CENTER INTAKE AREA**” and submitted to:
Yaffa Seiden, Acting Assistant Chief of Purchasing
Charles County Government

Address for USPS Mail delivery*: P.O. Box 2150
La Plata, MD 20646

Physical address for courier delivery: 200 Baltimore Street
La Plata, MD 20646

*NOTE: Due to a remote USPS mail delivery site and Charles County mail processing times, additional time may be necessary for mail delivery. It is the Offeror’s responsibility to ensure that proposals are delivered to the Purchasing Division (Room #B130) before the due date and time. Any proposals not received timely will not be considered.

1.5 SOLICITATION SCHEDULE

This schedule may be subject to change. Offerors shall monitor the Bid Board accordingly for addendums.

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Proposers may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at http://www.charlescountymd.gov.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Published</td>
<td>July 20, 2016</td>
</tr>
<tr>
<td>Optional Pre-Proposal Meeting</td>
<td>August 4, 2016 at 9:00 a.m.</td>
</tr>
<tr>
<td>Optional Site Visit</td>
<td>August 4, 2016 at 10:30 a.m.</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>August 11, 2016 before 4:30 p.m.</td>
</tr>
<tr>
<td>Proposals Due to County*</td>
<td>August 25, 2016 before 11:00 a.m.</td>
</tr>
</tbody>
</table>

*If the County is closed for business at the due date and time scheduled, for whatever reasons, sealed proposals will be accepted on the next business day of the County, at the originally scheduled hour. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

1.6 OPTIONAL PRE-PROPOSAL MEETING/SITE VISIT LOCATIONS

The optional pre-proposal meeting and optional site visit shall be held at the following locations:

- Optional pre-proposal meeting – Charles County Government building, 200 Baltimore Street, La Plata, MD
- Optional site visit – Charles County Detention Center building, 6905 Crain Highway, La Plata, MD

See Solicitation Schedule for the date and time.
NOTE: All attendees at the pre-proposal meeting and site visit are required to sign-in on the attendance log, which shall be published on the County’s Bid Board.

1.7 SOLE POINT OF CONTACT

The Purchasing Representative identified herein is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between Offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. OFFERORS OR ANY OF THEIR AUTHORIZED REPRESENTATIVES MAY NOT INITIATE CONTACT WITH CHARLES COUNTY GOVERNMENT OTHER THAN THE CONTACT IDENTIFIED BELOW, FOR ANY REASON DURING THE SOLICITATION PROCESS OR PRIOR TO FULL CONTRACT EXECUTION. Any communication outside this process may result in disqualification.

Purchasing Representative
Yaffa Seiden, Acting Assistant Chief of Purchasing
Purchasing Division
Email: seideny@charlescountymd.gov
Fax: (301) 645-0543

1.8 QUESTIONS

All inquiries concerning technical or bidding information should be directed in writing (via email or fax) with the solicitation number and name in the subject line to the Purchasing Representative identified in Part I, Section 1.7 – Sole Point of Contact. Please see the Solicitation Schedule, above, for the due date for questions.

If any person contemplating submitting a proposal in response to this solicitation is in doubt as to the true meaning of any part of the Specifications, they may submit to the County, a minimum of fourteen (14) calendar days prior to the scheduled due date, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

1.9 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, or changes to the solicitation will be made only by addendum duly issued, and will be posted on the County Bid Board found at www.charlescountymd.gov. Click on “Procurement Opportunities” and then “Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the proposal prices, unless an alternate schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.
1.10 PERFORMANCE DATA
Offerors shall have the capability to provide the products and services required herein, and the ability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

1.11 ORAL PRESENTATIONS/INTERVIEWS
The County may require selected Offerors to make oral presentations and/or conduct interviews of key staff proposed in order to clarify their proposals and/or conduct interviews of key staff proposed and to validate qualifications prior to acceptance by the County.

1.12 REJECTION OF BIDS/PROPOSALS
Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an Offeror and the rejection of its proposal:
   a. Evidence of collusion among Offerors.
   b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
   c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the Offeror.
   d. Default on a previous similar contract for failure to perform.
   e. Being delinquent in payments due to Charles County Government.
   f. Exceptions or exclusions included with proposal.
   g. Failure to be in “Good Standing” with the State of Maryland.
   h. Previous substandard performance on a County contract.

The County reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.13 ARITHMETICAL ERRORS
Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the Cost Proposal Form. All values contained on the Cost Proposal Form remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity.

1.14 ELIGIBILITY FOR AWARD
In order to be eligible for award, Offerors shall meet the following conditions:
   1. By submitting a proposal in response to this solicitation, the Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
   2. The firm certifies that it is not delinquent in any payments due to Charles County Government. The County reserves the right to refuse bids and/or not contract with firms in a delinquent payment status with Charles County Government.
   3. Offerors’ status shall be verified with the State of Maryland Department of Assessments and Taxation (SDAT). The County may require the successful Offeror to submit a
"Certificate of Status," issued by the Maryland Department of Assessments and Taxation's Charter Division, and State of Organization identifying the vendor is in “good standing” with the State of Maryland.

1.15 OFFEROR'S INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.16 NOTIFICATIONS

Legal notice given by the County to the Offeror shall be sent to the address provided in the Offeror's Cost Proposal Form. Notice given by the County by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; or (3) USPS certified or registered mail, shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
2.0 CONTRACT INFORMATION

2.1 AWARD OF CONTRACT

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors’ experience and qualifications, as well as the fees proposed (Total Base Bid Price). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria will include: the Offeror’s demonstration of their understanding of the work to be performed, past experience, technical ability, financial and other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract.

The Contract documents will consist of the Contract, this Solicitation, the Offeror’s proposal, and any addenda or other modifications to the solicitation. The contract entered into with the successful Offeror(s) shall meet all standard provisions required by the County. Award of the contract shall not take place until all necessary County approvals are received. The contract shall be deemed as having been awarded on the date on which formal notice of an award shall have been faxed or mailed by the County to the Offeror.

2.2 CONTRACT EXECUTION

The Offeror awarded the contract shall be required to execute the contract on the form attached hereto (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

2.3 DEFAULT AND SUSPENSION

If an Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor’s performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.
An Offeror/Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

2.4 TERM OF CONTRACT

Subsequent to final execution of the Contract by both parties, and after a Notice to Proceed issued by the County, the Contractor shall complete all required work within two hundred twenty (220) consecutive days from the date identified in the Notice to Proceed.

2.5 BID/AWARD PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Chief of Purchasing: (a) within ten (10) calendar days after the Purchasing Division has publicly posted the proposed contract award, if the Offeror seeks as a remedy the award of the contract, or (b) before the submission date for proposals, if the Offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of $500 (US currency); if the fee is paid by check, then the check must be made out to “Charles County Government”. The Chief of Purchasing, may, at his sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

Only an Offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.

The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.

The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. All decisions of the Chief of Purchasing shall be final, and not subject to appeal.
3.0 TECHNICAL PROPOSAL CONTENT

SUBMIT SEPARATE FROM THE ORIGINAL PROPOSAL PACKAGE

Requirements for the Technical Proposal are listed below. **Cost information shall not be included in the Technical Proposal.** To be considered responsive, Offeror must use the following format. Offerors shall complete the forms identified in **Part I, Section 1.2** and address the following items at a minimum in the following format:

Section 1 – Transmittal Letter as explained in **Part I, Section 1.2.1.**

Section 2 – Statement of Qualifications (SF-330) as explained in **Part I, Section 1.2.2.** The following items shall be addressed in this section within the SF-330 or as an additional attachment:

- Overview of your understanding of the project along with your approach to the project scope of work.
- Previous projects completed or in progress by your firm with similar scope of work.
- Organization chart of the proposed project team.

Section 3 – Breakdown of proposed tasks.
4.0 COST PROPOSAL CONTENT

SUBMIT SEPARATE FROM TECHNICAL PROPOSAL PACKAGE

Requirements for the Cost Proposal are listed below. Offerors shall complete ALL items on the forms identified in Part I, Section 1.3.1:

Section 1 – Cost Proposal Form (See Part I, Section 8.0).

Section 2 – Breakdown of proposed tasks with man hours and hourly rates.
5.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All Proposals will be evaluated according to the following criteria and point value. Within the content of the information required in the RFP, Offeror’s are welcome to submit any and all supporting information which describes their ability to meet and exceed the criteria. The evaluation of proposals will be conducted by an evaluation committee. Each member of the committee shall evaluate the proposals independent of the other members, after which, scores will be combined/averaged and a scoring matrix will be developed. Once a contract award has been made, the County will notify all firms accordingly and will also provide a copy of the composite score tabulation.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Technical Proposals</td>
<td>50</td>
</tr>
<tr>
<td>2. Price</td>
<td>50</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described in Part I, Section 6.2. Registered SLBE Program Offerors will be provided preferential points assuming the each Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e. SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).
6.0 SOCIO-ECONOMIC PROGRAMS

6.1 MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Offerors are advised that Charles County Government has established a MBE Program which applies to all formal solicitations. There is an aspirational minimum goal of 25% MBE participation for each project. The use of MBEs is strongly encouraged.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government. Information concerning the Charles County MBE Registration Process may be obtained by contacting the Charles County Economic Development Office, at (301) 885-1340 x2202.

The solicitation documents included herein contain a form entitled “Minority Business Enterprise Utilization Affidavit”. This document indicates the MBE certification status of the Offeror, as well as the level of participation of any MBE sub-contractor(s) or supplier(s). Offerors are required to complete this form and submit it with their proposal. The awarded Offeror(s) shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.


6.2 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Offerors are advised that Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than $500,000 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s bid is submitted.
- Complete the attached SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than $500,000.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE Offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals. Information concerning the Charles County SLBE Registration Process may be obtained by contacting the Charles County Economic Development Office, at (301) 885-1340 x2202.

7.0 MISCELLANEOUS TERMS

7.1 INCURRING COSTS

The County is not liable for any costs incurred by the Offeror prior to issuance of contract.

7.2 INDEMNIFICATION CLAUSE

The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents and employees.

7.3 PAYMENT OF TAXES

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

7.4 INSURANCE

The Contractor shall provide, at their expense, the following:

- Professional liability insurance with a limit of not less than $1,000,000.
- Comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:
  - Bodily Injury: $1,000,000 per person
  - Property Damage: $2,000,000 per occurrence
- $500,000 per occurrence

The Contractor shall also obtain and pay premium for the following:

- Workmen’s Compensation in compliance with Maryland Statutory Limit.
- Comprehensive General Liability in an amount not less than $2,000,000 (combined personal injury and/or property damage) per occurrence subject to $2,000,000 aggregate.

The Contractor shall provide the County with Certificates of Insurance evidencing the coverage required by this solicitation prior to award of a contract. The following certificates shall name The County Commissioners of Charles County (or other name as directed by the County) as an additional named insured:

- Comprehensive automobile bodily injury and property damage insurance
- Comprehensive General Liability

All Certificates shall reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period. The Contractor shall provide the County with copies of the Declarations and Exclusions for the Professional Liability insurance.
If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor(s) shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.

7.5 PERFORMANCE EVALUATIONS
The County shall perform periodic performance evaluations, at the County’s discretion, on all Work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

7.6 SUBCONTRACTORS
The Contractor shall not sublet any portion of this contract, or assign or transfer any interest in this contract without receiving prior written approval from the County. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Contractor(s) shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation.

7.7 NEWS RELEASE
No news releases pertaining to this proposal request or the service, study, or project to which it relates will be made without County approval.

7.8 PUBLIC INFORMATION ACT NOTICE/CONFIDENTIALITY NOTICE
Offerors should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal, and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire proposal package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

7.9 HOLIDAY SCHEDULE
The following holidays are observed by the County:

- NEW YEAR’S DAY
- MARTIN LUTHER KING JR.’S BIRTHDAY
- *LINCOLN’S BIRTHDAY
- WASHINGTON’S BIRTHDAY
- *MARYLAND DAY
- GOOD FRIDAY
• MEMORIAL DAY
• INDEPENDENCE DAY
• LABOR DAY
• COLUMBUS DAY
• VETERAN'S DAY
• ELECTION DAY (WHEN APPLICABLE)
• THANKSGIVING DAY
• DAY AFTER THANKSGIVING
• CHRISTMAS DAY

*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.

7.10 MID- ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions
The Charles County Government extends the resultant contract(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)
This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services.

Notification and Reporting
The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement
Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.
## MID- ATLANTIC PURCHASING TEAM MEMBERS
Complete this table and submit it with your bid/proposal. This extends the use of Contracts issued as a result of this solicitation to other jurisdictions above if selected Yes (Y).

<table>
<thead>
<tr>
<th>Y</th>
<th>N</th>
<th>Y</th>
<th>N</th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria, Virginia</td>
<td>Y</td>
<td>N</td>
<td>Fairfax County Water Authority</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Alexandria Public Schools</td>
<td>Y</td>
<td>N</td>
<td>Falls Church, Virginia</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Y</td>
<td>N</td>
<td>Fauquier Co. Schools &amp; Government</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Annapolis City</td>
<td>Y</td>
<td>N</td>
<td>Frederick, Maryland</td>
<td>Y</td>
<td>N</td>
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<tr>
<td>Anne Arundel County</td>
<td>Y</td>
<td>N</td>
<td>Gaithersburg, Maryland</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Anne Arundel School</td>
<td>Y</td>
<td>N</td>
<td>Greenbelt, Maryland</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
<td>Y</td>
<td>N</td>
<td>Harford County</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Arlington Co. Public Schools</td>
<td>Y</td>
<td>N</td>
<td>Harford County Schools</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Baltimore City</td>
<td>Y</td>
<td>N</td>
<td>Howard County</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Baltimore Co. Schools</td>
<td>Y</td>
<td>N</td>
<td>Howard County Schools</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Bladensburg, Maryland</td>
<td>Y</td>
<td>N</td>
<td>Herndon, Virginia</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Bow, Maryland</td>
<td>Y</td>
<td>N</td>
<td>Leesburg, Virginia</td>
<td>Y</td>
<td>N</td>
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<tr>
<td>Carroll County</td>
<td>Y</td>
<td>N</td>
<td>Loudoun County, Virginia</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Carroll County Schools</td>
<td>Y</td>
<td>N</td>
<td>Loudoun County Public Schools</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Charles County Government</td>
<td>Y</td>
<td>N</td>
<td>Loudoun County Water Authority</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>City of Fredericksburg</td>
<td>Y</td>
<td>N</td>
<td>Manassas City Public Schools</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Y</td>
<td>N</td>
<td>Manassas Park, Virginia</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>District of Columbia Government</td>
<td>Y</td>
<td>N</td>
<td>Maryland DGS Purchasing</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>District of Columbia Water &amp; Sewer Auth.</td>
<td>Y</td>
<td>N</td>
<td>MD Nat’l Capital Park &amp; Planning Commission</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>District of Columbia Public Schools</td>
<td>Y</td>
<td>N</td>
<td>Metropolitan Washington Airport Authority</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Fairfax, Virginia</td>
<td>Y</td>
<td>N</td>
<td>Metropolitan Washington Council of Governments</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>
8.0 FORMS
**COST PROPOSAL FORM**

This cost proposal is submitted in accordance with your “Notice to Offerors” inviting proposals to be received for the work outlined in the “Special Provisions” attached hereto for **RFP No. 17-06, DETENTION CENTER INTAKE AREA**.

Having carefully examined the proposal documents, the undersigned herein agrees to furnish all services as outlined in the proposal documents for the amounts specified below.

<table>
<thead>
<tr>
<th>A. BASE BID ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITEM NO.</strong></td>
</tr>
<tr>
<td>A-1</td>
</tr>
<tr>
<td>A-2</td>
</tr>
<tr>
<td>A-3</td>
</tr>
<tr>
<td>A-4</td>
</tr>
<tr>
<td><strong>TOTAL BASE BID PRICE</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. CONTINGENCY ITEMS*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITEM NO.</strong></td>
</tr>
<tr>
<td>B-1</td>
</tr>
<tr>
<td>B-2</td>
</tr>
<tr>
<td><strong>TOTAL CONTINGENCY ITEMS</strong></td>
</tr>
<tr>
<td><strong>TOTAL PRICE</strong></td>
</tr>
</tbody>
</table>

*Contingency items may or may not be used.
COST PROPOSAL FORM Cont’d

The undersigned has caused this Proposal to be executed as of the day and year indicated above.

_________________________________________  ________________________________
(Printed Name)                                (Signature)

_________________________________________  ________________________________
(Title)                                       (Email)

_________________________________________  ________________________________
(Phone)                                       (Fax)
SAMPLE CONTRACT

THIS CONTRACT, made this___________day of______________, in the year 2016, by and between ______________________________________hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for Proposal No. 17-06, DETENTION CENTER INTAKE AREA, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the proposal, attached hereto;

Now, therefore, this CONTRACT witnesseth, that the CONTRACTOR both hereby covenant and agree with the COUNTY that the CONTRACTOR will well and faithfully provide said necessary services for the sum (TBD) as proposed in the CONTRACTOR’S PROPOSAL, dated ________________, in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and rates respectively named therefore in the CONTRACTOR’s proposal dated, and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The CONTRACTOR hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written a Notice to Proceed from the COUNTY and to fully complete the project to the COUNTY’S satisfaction within two hundred twenty (220) consecutive calendar days of the date issued in the Notice to Proceed.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions,
the above-mentioned amount; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

**XXXXX XXXXXXXX XXXX, INC.**

By (Signature):  
(SEAL)

Printed Name/Title:  

(Date)

(Address)

(City, State, Zip Code)

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

**COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND**

By:  
Peter F. Murphy, President

(Date)

Approved as to Form and Legal Sufficiency:

Rhonda L. Weaver, County Attorney

(City, State, Zip Code)

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

**NOTES:**

*IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST “CIRCLE” THE WORD (SEAL) AND INITIAL.*

*BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, “CIRCLE” THE WORD (SEAL), AND INITIAL.*

*SIGNATURES MUST BE WITNESSED AND DATED.*
ADDENDUM CERTIFICATION

RFP Number: 17-06

Project Name: DETENTION CENTER INTAKE AREA

The undersigned acknowledges that he/she received the following Addenda to the Solicitation for the above-identified RFP, and that this proposal was prepared in accordance with said Addenda.

Addendum Number: __________________________

Date of Addendum: __________________________

__________________________
Offeror

__________________________
Address

Signature Date
INTENDED NON-MBE SUB-CONTRACTORS

RFP Number:  17-06

Solicitation Name:  DETENTION CENTER INTAKE AREA

Note: Any MBE sub-contractors intended for this project shall be identified on the Proposed MBE Contractors form.

<table>
<thead>
<tr>
<th>Sub-contractor (Name and Address)</th>
<th>Work to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Offeror: ____________________________________________

Address: ____________________________________________

Signature: ___________________________  Date: _____________

All Offerors are required to complete this form and submit it with their proposal. Please note N/A if Not Applicable.
CHARLES COUNTY MBE UTILIZATION AFFIDAVIT
RFP NO. 17-06

Name of Offeror: ________________________________________________________________

Please respond to the following questions: 

Check One

Yes  No

1.  Certified Minority Business Enterprise?

   a.  Certified by: State of Maryland?

   b.  Federal 8-A Registration?

   c.  Charles County Local Government?

   d.  Other (please list) __________________________________________________________

   Principle Owner’s Minority Class (please check):

   African American _____  Asian American _____  Hispanic American _____

   Native American _____  Women _____  Other (please list) _________________

2.  If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Proposal or Invitation to Bid?

   NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

   Total Proposal $__________________

   Total Minority Business Enterprise Bid/Proposal $__________________

   Percent of Total Minority Business Enterprise Contract $__________________

   __________________________________________  ____________________________
   Signature                                      Title

   All Offerors are required to complete this form and submit it with their proposal. Please note N/A if Not Applicable.
PROPOSED MBE SUBCONTRACTORS
(if applicable)

COMPANY NAME & ADDRESS: ____________________________________________________
(Include City, State, Zip Code and County)
______________________________________________________________________________
______________________________________________________________________________

PRODUCT/SERVICES
______________________________________________________________________________

* MINORITY CLASS _______________ PERCENT OF PARTICIPATION ______
============================================================================

COMPANY NAME & ADDRESS: ____________________________________________________
(Include City, State, Zip Code and County)
______________________________________________________________________________

PRODUCT/SERVICES
______________________________________________________________________________

* MINORITY CLASS _______________ PERCENT OF PARTICIPATION ______
============================================================================

COMPANY NAME & ADDRESS: ____________________________________________________
(Include City, State, Zip Code and County)
______________________________________________________________________________

PRODUCT/SERVICES
______________________________________________________________________________

* MINORITY CLASS _______________ PERCENT OF PARTICIPATION ______
============================================================================

If additional space is needed, please submit information on a separate sheet and attach hereto

• See Part I, Section 6.1 for list of Minority Classes
Charles County Government

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Bidders/Offerors seeking SLBE preference are required to complete this form and submit it with their bid/proposal.

Solicitation Information

Solicitation Name: DETENTION CENTER INTAKE AREA

Solicitation #: 17-06

Part 1. Prime Bidder/Offeror SLBE Status

Name of Bidder/Offeror: ____________________________________________

Respond to the following questions:

1. Is the Prime Contractor a Registered SLBE?
   Yes __________ No __________
   If Yes, identify the Bidder/Offeror’s SLBE Registration #: ____________________________

2. If the response to Question 1 is No, is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder’s/Offeror’s Bid/Proposal?
   Yes __________ No __________

NOTE: If the response to Question 2 is Yes, complete Part 2 below and the “SLBE Subcontractors Participation Schedule” form in Part 4.

Part 2. SLBE Subcontractor Participation

Provide the total value of SLBE work to be provided and complete the “SLBE Subcontractors Participation Schedule” form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.

Total Bid/Proposal Price: $ __________

Total SLBE Work – Bid/Proposal Value: $ __________

Percentage of Total Work (Dollar Value) of SLBE(s): % __________

Part 3. Certification of SLBE Preferences

By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.

________________________________________
Signature

________________________________________
Title

________________________________________
Date

I-26
### Part 4. SLBE Subcontractors Participation Schedule

**Instructions:** Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

<table>
<thead>
<tr>
<th>SLBE Registration #</th>
<th>FEIN or Social Security #</th>
<th>Company Name Address Phone &amp; Fax</th>
<th>Services to be Provided</th>
<th>Value of SLBE Work From Letter of Intent</th>
<th>SLBE % of Contract</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.
Charles County Government  
OFFICIAL LETTER OF SLBE INTENT

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

<table>
<thead>
<tr>
<th>Solicitation Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Name: DETENTION CENTER INTAKE AREA</td>
</tr>
</tbody>
</table>

**Part 1. To be Completed by the Bidder/Offeror**

- Name of Bidder/Offeror: _____________________________________________________________
- Address: _________________________________________________________________________
- _______________________________________________________________________________
- Contact Name/Title: __________________________________________________________________
- Telephone: __________________________ Fax: _________________________________
- Email: __________________________________________ ____________________________

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):

| Value of Work to be Performed by the SLBE: $ | Value of Work as a Percentage of Total Bid/Proposal Price % |

**Part 2. To be Completed by the SLBE**

- Name of SLBE: ___________________________________________________________________
- SLBE Registration #: ______________________________
- Address: _________________________________________________________________________
- _______________________________________________________________________________
- Contact Name/Title: __________________________________________________________________
- Telephone: __________________________ Fax: _________________________________
- Email: __________________________________________ ____________________________

**Part 3. Certification of SLBE Intent**

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE’s work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

<table>
<thead>
<tr>
<th>Bidder/Offeror:</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE Firm Rep:</td>
<td>Signature</td>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>
NON-COLLUSION AFFIDAVITS

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Offeror, nor any officer, director, partner, member, associate or employee of the Offeror, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Offeror, to obtain information that would give the Offeror an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Offeror, nor any officer, director, partner, member, associate of the Offeror, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

Signature

Name and Title of Signer

Company

Date

Subscribed to and sworn to before me, a Notary Public of the State of ______________ County or City of this ______year and date first written above.

Notary Public  My Commission Expires
PART II - GENERAL PROVISIONS
1.0 GENERAL PROVISIONS

1.1 DEFINITIONS:

The term COUNTY, as used herein, refers to the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, hereinafter called the COUNTY, represented by the CONTRACTING OFFICER, the Director of Public Works, or his designated representative who is authorized to act for the COUNTY.

1.2 RESPONSIBILITY OF THE CONTRACTOR:

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONTRACTOR under this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his design, drawings, specifications, and other services.

B. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this contract.

C. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.

1.3 CHANGES:

A. The COUNTY may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of change unless the COUNTY grants a further period of time before the date of final payment under this contract.

B. The CONTRACTOR shall provide no services for which an additional cost or fee will be charged without prior written authorization by the COUNTY.

C. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

(1) On the basis of a stated lump sum price, or other consideration fixed and
agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,

(2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required, but will in no case include any allowance for general superintendency, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

D. Reduced Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph C.2 under Additional Costs.

1.4 TERMINATION:
A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise), and

(2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations
under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.

D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Article.

E. The rights and remedies of the COUNTY provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

1.5 DISPUTES:

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by the COUNTY, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the COUNTY shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the CONTRACTOR executes and furnishes a written appeal to the COUNTY COMMISSIONERS OF CHARLES COUNTY. The decision of the COUNTY COMMISSIONERS for the determination of such appeals shall be final and conclusive.

B. The provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the COUNTY’S decision.

C. This Disputes Article does not preclude consideration of questions of law in connection with decision provided in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative on a question of law.

1.6 COUNTY RIGHTS:

All designs, drawings, specifications, notes, computations and other work developed in the performance of this contract shall be and remain the sole property of the COUNTY and may be used on any other work without additional compensation to the CONTRACTOR. With respect thereto, the CONTRACTOR agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The CONTRACTOR, for a period of three (3) years after final payment under this contract, agrees to furnish and provide access to all retained materials on the request of the COUNTY. Unless otherwise provided in this contract, the CONTRACTOR
shall have the right to retain copies of all such materials beyond such period.

In the event that the COUNTY uses any of the above-mentioned materials for purposes other than those covered under this contract or other than for which it was provided, the CONTRACTOR shall not be held liable for any personal or property damage arising from such use.

1.7 EXAMINATION OF RECORDS:

A. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this Article.

B. The CONTRACTOR'S office, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the COUNTY or their authorized representative(s). In addition, the COUNTY, or their authorized representative(s), shall, until the expiration of three (3) years from the date of final payment under this contract, or of the time periods for the particular records specified, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract along with the computations and projections used therein.

C. The CONTRACTOR shall include in each subcontract, a provision that includes paragraphs A and B of this Article, binding each subcontractor to the requirements outlined in the above mentioned paragraphs.

1.8 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.9 ACCIDENT REPORTS:

The CONTRACTOR shall promptly investigate and maintain a complete record of accidents resulting in personal injury, death, or property damage incident to performance of work under this contract. Loss of or damage to COUNTY equipment or property in the custody of the CONTRACTOR shall be reported to the COUNTY within twenty-four (24) hours after the occurrence of the accident, together with full details relating to the incident.

1.10 CONTRACTOR'S ORGANIZATION:

The CONTRACTOR shall furnish to the COUNTY within two weeks after executing this contract, and thereafter prior to any annual renewal date, a chart showing the overall organization
provided for the performance of this work and the names and titles of personnel employed in connection with the work, and shall furnish from time to time, revised organization charts reflecting any substantive changes therein. The CONTRACTOR agrees to retain the listed key employees assigned to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the COUNTY. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under this contract, the CONTRACTOR shall, with the approval of the COUNTY replace such employee with an employee of substantially equal abilities and qualifications.

The CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The CONTRACTOR shall require in each subcontract, a provision that requires each subcontractor to advise the CONTRACTOR promptly of any significant changes in the organization of such subcontractor, and the CONTRACTOR shall promptly advise the COUNTY of any such changes reported to the CONTRACTOR or otherwise discovered by the CONTRACTOR.

1.11 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED:
During the performance of any contract awarded pursuant to this RFP, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination Article.

B. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state such CONTRACTOR is an equal opportunity employer.

C. Notices advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.12 CERTIFICATION OF DRAWINGS AND OTHER DOCUMENTS:
All original drawings and the first page of all specifications, estimates, or similar documents shall have affixed or contain the seal of a duly qualified and authorized professional CONTRACTOR certifying to the completeness and accuracy of the work performed.

1.13 COMPOSITION:
If the CONTRACTOR hereunder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
1.14 CONFLICTS:

It is the spirit and intent of these General Provisions, and the Special Provisions to provide that the services and all parts thereof shall be fully completed and suitable in every way for the purpose for which the project was intended. The CONTRACTOR shall supply all materials and perform all services, which reasonably may be implied as being incidental to the work of this contract. In the event of a conflict between the General and Special Provisions, the Special Provisions will govern.

1.15 DELIVERY POINT, INSPECTION, AND APPROVAL:

All items required to be furnished by the CONTRACTOR under this contract shall be delivered at the CONTRACTOR’S expense to the attention of the County's authorized representative located at:

John Stevens, Chief of Capital Services
Charles County Government
Department of Public Works
P.O. Box 2150 (Mailing)
200 Baltimore Street (Physical),
La Plata, Maryland 20646

The CONTRACTOR will be notified if the submittal, or any portion thereof, is rejected. In this event, the CONTRACTOR will be required to resubmit those rejected materials so that they fully comply with the requirements of this contract. The decision of the COUNTY as to acceptance or rejection of the required submittals shall be final, subject only to the provisions of Article 5 "Disputes" of the General Provisions of this contract.

1.16 DESIGNATION OF COUNTY'S REPRESENTATIVE:

The CONTRACTOR'S day to day activities and work production will be monitored by a person designated by the COUNTY to act as the authorized representative to administer this contract in whole or in part.

No oral statement of any person and no written statement of anyone other than the CONTRACTING OFFICER, or the authorized representative, shall modify or otherwise effect any provision of this contract.

Designation and termination of the COUNTY'S representative shall be done in writing.

1.17 DOCUMENT STANDARDS:

A. Plan format and contents shall be consistent with the County’s plan preparation manual.

B. Specifications, Reports, and other narrative statements in final form for submission to the COUNTY shall be prepared on 8 1/2" X 11" white bond paper. Specifications shall follow the "Master Format" developed by the Construction Specifications Institute (CSI).
C. Bibliographies. If the preparation of reports and other narrative statements involves the use of reference and research materials, the CONTRACTOR shall prepare a bibliography of such material and include it in the final document. Each bibliography shall include the following information:

(1) Books
   a. Name of author or authors, editors, or institution responsible for writing the book.
   b. Full title of book (including subtitle, if there is one).
   c. Series name and number (if applicable).
   d. Volume number (if any).
   e. Edition (if not the original).
   f. City of publication.
   g. Publisher's name.
   h. Date of publication.

(2) Articles of Periodicals
   a. Name of author.
   b. Title of article.
   c. Name of periodical.
   d. Volume number.
   e. Date of article.
   f. Pages occupied by article.

1.18 INSPECTION:
The COUNTY, through any authorized representative, may at all reasonable times inspect or otherwise evaluate the work being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the COUNTY on the premises of the CONTRACTOR or subcontractor, the CONTRACTOR shall provide and shall require the subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the COUNTY representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

1.19 INVESTIGATION OF FIELD CONDITIONS:
The CONTRACTOR shall visit the areas where work is to be performed and by his own investigation satisfy himself as to the existing conditions affecting the work to be done. If the CONTRACTOR, including subcontractor, does not visit the area, he will nevertheless be charged with knowledge of conditions, which a reasonable inspection would have disclosed. The CONTRACTOR shall assume all responsibility for deductions and conclusion as to the difficulties in performing the work under this contract.

1.20 ONE YEAR GUARANTEE:
In the event the COUNTY requires a construction contract resulting from the prepared work of the CONTRACTOR hereunder, to make repairs, replacement, reconstruction or similar adjustments under the provisions of the construction contract, the CONTRACTOR shall provide
such professional services as may be required at no additional cost to the COUNTY where it is determined that the repairs, replacement, reconstruction or similar adjustment is attributed to a design deficiency for which the CONTRACTOR is responsible.

The period of this guarantee shall commence on the date that the COUNTY formally accepts the facilities and extends for a period of one year thereafter.

The rights provided under this provision are in addition to any other rights the COUNTY may have arising out of a design deficiency for which the CONTRACTOR is responsible.

1.21 PATENTS:

The CONTRACTOR shall hold and save the COUNTY, and all officers and agents thereof harmless from and against all and every demand of any nature and kind for or on account of the use of any patented or copyrighted inventions, article, or process employed by the CONTRACTOR in the performance of the work.

1.22 PERMITS:

Without additional cost to the COUNTY, the CONTRACTOR shall obtain all applicable permits, licenses, and insurance; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful performance of the services under this contract.

1.23 PUBLICITY:

Except with the prior approval of the COUNTY, the CONTRACTOR shall not release for publication any drawing, rendering, perspective sketch, photograph, report, specification, cost estimate, or other material of any nature pertaining to the facilities, for which services are performed under the terms of this contract.

The provisions of this Article shall extend also to the release of any such materials to any person not so authorized by the COUNTY.

1.24 RESPONSIBILITY FOR MATERIALS AND RELATED DATA:

Except as otherwise provided in this contract,

A. The CONTRACTOR shall be responsible for any materials and related data covered by this contract until they are delivered to the COUNTY at the designated delivery point;

B. After delivery to the COUNTY at the designated point and prior to acceptance by the COUNTY or rejection and giving notice thereof by the COUNTY, the COUNTY shall be responsible for the loss or destruction of or damage resulting from the negligence of officer, agents, or employees of the COUNTY acting within the scope of their employment;

C. The CONTRACTOR shall bear all risks as to rejected materials and related data after notice of rejection, except that the COUNTY shall be responsible for the loss, destruction, or damage resulting from the gross negligence of officers, agents, or employees of the COUNTY acting within the scope of their employment;
D. After delivery to, and acceptance of, the COUNTY shall be responsible for the loss or destruction of or damage to the materials and related data so delivered and accepted.

1.25 RIGHT OF ENTRY:

Where rights-of-entry have not been obtained by the COUNTY, the CONTRACTOR with assistance from the COUNTY will be required to obtain from landowners the necessary rights-of-entry for making any investigations required, including geotechnical and survey work under this contract. The CONTRACTOR will be advised as to arrangements previously made with landowners. The CONTRACTOR shall assume all responsibility for and take all precautions to prevent damage to property entered.

1.26 RISK, DAMAGES:

The CONTRACTOR shall assume all risks of injury to persons or property arising out of CONTRACTOR'S sole negligent acts, errors or omissions in CONTRACTOR'S performance of work under this contract and shall indemnify and save harmless the COUNTY against all claims, causes of action (cost and expense) on account of bodily injuries to, and death of persons, and damages to property arising from the sole negligent acts, errors or omissions of the CONTRACTOR in connection with the prosecution of the work under this contract.

1.27 FEE AND PAYMENT:

For the furnishing of all services as specified herein, the CONTRACTOR shall be paid the total fee specified. After completion of work as requested and prior to final payment, the CONTRACTOR shall furnish to the Contracting Officer, a release of claims/lien against the COUNTY arising out of the contract, other than claims specifically accepted from the operation of the release.

Progress payments to the CONTRACTOR shall be made on the basis of monthly itemized invoices submitted for the actual percentage of physical work completed by the CONTRACTOR and accepted by the COUNTY. Invoices shall include a description of the work, the percentage completed during the month, and the cost to date for each item of services performed; with the invoice, the CONTRACTOR shall submit progress copies of plans, reports, specifications, details, etc. labeled as "PROGRESS PRINTS FOR INVOICE #__" and dated. The total of the progress payments shall not exceed ninety (90) percent of the total contract amount. The remaining ten (10) percent shall be paid upon completion of the contract.

Progress payments to the CONTRACTOR will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. In accepting payment of the fee represented by this invoice, the CONTRACTOR acknowledges that he has no unsatisfied claim against the COUNTY arising out of this Contract and the CONTRACTOR forever releases and discharges the COUNTY and its officers, agents, and employees from any past or future claim or demand whatsoever arising out of the direct or indirect operations of the CONTRACTOR under this Contract.

1.28 TRAVEL:

All travel required to be performed in connections with the services including all meetings with COUNTY or any Government or Quasi-Government agencies, departments, hearings,
discussions, explanations to be rendered under this contract shall be included in the fee and be at no additional expense to the COUNTY, unless authorized in writing by COUNTY prior to travel.

1.29 RELATED COST:
The cost of all direct and indirect services, related services, surveys, photographs, aerial surveys, aerial photographs, tax maps, planning maps, traffic studies, supplies, testing of any land if required, compliance with regulations, laws, ordinances in effect, cost of interim documents and their reproduction as and when requested by COUNTY, shall be included in the fees and be at no additional cost to the COUNTY.

1.30 CONFLICT OF INTEREST:
The CONTRACTOR is hereby specifically prohibited from engaging in any activities which are, might be construed to be, or may give the appearance of a conflict of interest in the performance of this contract.

1.31 FAIR TREATMENT OF SUB CONTRACTORS AND VENDORS:
A. The CONTRACTOR must make payment to any sub-CONTRACTOR or vendor within 15 business days of receiving payment from the County for a CONTRACTOR invoice submitted to the County that billed for services or commodities provided by that sub-CONTRACTOR or vendor.

B. CONTRACTORs may not impose retainage rates upon sub-CONTRACTORs that are higher than those rates imposed upon the CONTRACTOR by the County.

1.32 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:
A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.

B. By submitting a bid/proposal in response to this solicitation, the bidder/CONTRACTOR certifies that no person will be employed on this project in any manner, including sub-CONTRACTORs and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The CONTRACTOR has sole responsible for compliance with this requirement.

C. Violation of this requirement may result in termination of the Contract, a penalty of $1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

**** END OF GENERAL PROVISIONS ****
PART III - SPECIAL PROVISIONS
1.0 GENERAL
1.1 PROJECT DESCRIPTION

The County Commissioners of Charles County are hereby requesting proposals from qualified contractors to provide design services for the design of an addition to the existing Charles County Detention Center, on-site improvements, and a prefabricated pedestrian bridge. The new addition will allow for the creation of a centralized intake and booking area with the following functions: sally port, gun lockers, metal detector, and pat down area, breath test area, fingerprint and photograph area; holding cells with toilets; ADA compliant cell, shower and storage area, medical area, strip search room, open bench area commissioner’s room, and correctional officers and deputies work areas. The pedestrian bridge will create a secure connection between the detention center and an annex building which sits across a wide drainage way.

Any reference to “Contractor” shall be defined as the “Engineer” awarded a contract to perform the work contained within these Special Provisions.

1.2 PROJECT BACKGROUND

Located off of Crain Highway in La Plata, MD (see Appendix 1 for location and vicinity maps), the Charles County Detention Center is a secure facility for incarcerated adults that opened in 1995. The Corrections Division is responsible for maintaining custody and security of inmates and also offers a variety of programs to reduce recidivism and help inmates re-enter society as more productive citizens. Additional space is needed at the existing detention center to facilitate inmate intake and processing. Existing building drawings are available and select drawing relative to this project have been attached to this RFP as Appendix 3.

Previously, the project has been designed to a 30% design phase (plans and specifications) in preparation to be advertised as design/build project. See Appendix 2 for the 30% drawings, geotechnical report, and specifications. The County is seeking a Contractor to provide design services only. The County is now seeking to bid the project as a design bid build project. The County shall provide the selected Offeror AutoCAD files of the 30% design plans and a Microsoft Word file(s) of the specifications.

1.3 DESIGN INTENT

The intent of the design services described herein is for the Contractor to perform all work necessary to render a complete, approved, and permitted design inclusive of plans and specifications for the construction of an addition to the existing Charles County Detention Center.

1. At the completion of the design, the Contractor will provide all documents (plans, specifications, easements, and permits) necessary to commence construction of the project.
2. The Contractor shall design the most cost-effective building expansion and site improvements while meeting the design objective. The design effort will include all building systems (architectural, structural, mechanical, electrical, plumbing, structural, etc.) and site plans as required to construct a complete and operable facility.
3. It is the intent of this project to take the existing 30% design to final design and
approval and to prepare biddable construction documents (plans and specifications).

1.4 TIME OF COMPLETION

1.4.1 Notice to Proceed

TIME IS OF THE ESSENCE. The Contractor shall proceed with furnishing the services as described promptly upon receiving a written Notice-to-Proceed from the County. As much as practical, all services shall be performed simultaneously.

1.4.2 Schedule (calendar days)

<table>
<thead>
<tr>
<th>Submission</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept SWM Submission</td>
<td>21</td>
</tr>
<tr>
<td>Review &amp; Comment</td>
<td>21</td>
</tr>
<tr>
<td>Site SWM Plan Submission</td>
<td>21</td>
</tr>
<tr>
<td>Review and Comment</td>
<td>21</td>
</tr>
<tr>
<td>Final SWM/100% Permit Submission</td>
<td>30</td>
</tr>
<tr>
<td>Review and Comment</td>
<td>21</td>
</tr>
<tr>
<td>100% Re-Submission</td>
<td>21</td>
</tr>
<tr>
<td>Review and Comment</td>
<td>20</td>
</tr>
<tr>
<td>Final Submission</td>
<td>14</td>
</tr>
<tr>
<td>Review and Approval</td>
<td>20</td>
</tr>
<tr>
<td>Submit Bid Documents</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Project Duration</strong></td>
<td><strong>220</strong></td>
</tr>
</tbody>
</table>

The review and comment periods shown above represent the anticipated review times for each submission. If the Town of La Plata, or an outside agency, review takes longer than specified, the Contractor’s contract will be extended to accommodate the extra review time with no additional compensation.

The above schedule is intended to be a general guideline. Upon project award, the Contractor shall submit a project schedule at the kickoff meeting. The Contractor shall make any and all necessary submissions, until complete approval has been obtained.

1.5 QUALIFIED SIGNATURE

The Contractor assures that the members of his/her firm who initiate and sign correspondence and attend meetings with the County and/or the Town of La Plata officials, and/or its’ representatives, are technically qualified to carry out these duties. It is expected that all work submitted by the Contractor will be reviewed by a responsible Professional Engineer, employed by the Contractor, who is in a position to speak and make decisions for, or act on behalf of, the Contractor.
1.6 TRAVEL
All travel required to be performed under this project in connection with these services including all meetings with Town of La Plata, County, or any Government or Semi-Government agencies or departments, and/or relative to hearings, discussions, or explanations, shall be included in the fee and be at no additional expense to the County, unless authorized in writing by the County prior to travel.

1.7 DOCUMENTS TO BE PROVIDED BY THE COUNTY
Upon award and at the request of the selected Contractor, the County can make available the following information for the express purpose of completing the services required in Section 2.0 of these Special Provisions:

1. County topography in two-foot contour intervals in an ArcGIS compatible shape file;
2. Planimetric data in an ArcGIS compatible shape file;
3. Aerial Photography;
4. County Right-of-Way data;
5. Support services for obtaining plan approvals;
6. Charles County Plan Preparation Package (PPP);
7. 30% plans, specifications, geotechnical report, and survey files (pdf & AutoCAD); and
8. Record drawings related to the project.

2.0 SCOPE OF SERVICES
The Scope of Services for this project includes all incidental work necessary to perform the work identified in the scope of work contained herein. The Contractor shall not commence work under the Scope of Services prior to receiving a written notice from the County in the form of an official Notice-to-Proceed letter from the County.

Payment: There will be no separate payment by the County for performing tasks within the Scope of Services. The cost associated with these items shall be considered incidental expenses and included in the total proposed cost to perform the tasks identified in the Scope of Work.

2.1 APPLICATIONS, PERMITS, AND APPROVALS
The Contractor shall apply for and obtain all permits and approvals, as required, by coordinating with all permitting agencies, authorities, boards, commissions, districts, departments, etc. that are necessary to permit and/or approve the proposed building addition. Permits and approvals shall include, but not be limited to, the Town of La Plata, the Maryland Department of the Environment (MDE), U.S. Army Corps of Contractors (ACOE), Charles Soil Conservation District (SCD), MDE Construction Permit, Department of Natural Resources (DNR), Maryland State Highway Administration (MSHA), Forest Conservation, SMECO, Verizon, Washington Gas, and Dominion Gas.

2.2 MEETINGS, HEARINGS, AND COORDINATION
In an effort to keep the project progressing at an efficient rate, and to facilitate the County providing prompt direction to the Contractor, the Contractor shall be prepared to meet with the County on a bi-weekly basis and with other agencies as required during the design/approval process. Meetings shall be required until final design approval has been obtained. At a minimum,
the Contractor shall expect the meeting as contained in this section and as described below.

2.2.1 Design Progress Meetings

The Contractor shall coordinate and chair bi-weekly progress meetings. The progress meetings will alternate between phone conference calls and meetings at Charles County Government Building or as otherwise scheduled. Twenty-four (24) hours prior to progress meetings, the Contractor shall provide the County with a draft agenda and updated design schedule, if necessary, for review. The Contractor shall be responsible to record the attendance, take meeting notes, and distribute the notes to all attendees within seven (7) days following the meeting.

2.2.2 Design Review Hearings/Meetings

The Contractor shall attend any hearings and/or meetings required by an agency; including, but not limited to: the Town of La Plata, Charles County, ACOE, DNR, MDE, MSHA, Charles SCD, and the utility companies. The Contractor shall take notes and provide a written account of the meeting to the County within 7 days following the meeting and/or hearing.

2.3 DESIGN SUBMISSIONS

The Contractor shall prepare and submit the requisite plans and submission materials as necessary to all other relevant permitting/approval agencies until approval is obtained from those agencies.

2.3.1 100% Permit Submission

The Contractor shall prepare and submit a 100% permit submission package inclusive of architectural plans (plan, elevation, sections, MEP, schedules, etc.), structural plans, civil site plans, bridge plans, project specifications, Contractor calculations, and a construction cost estimate. The plans shall be 100% complete. This submission shall be made within sixty (60) calendar days following the date of the Notice-To-Proceed.

2.3.2 100% Re-Submission(s)

The Contractor shall be prepared to revise and resubmit 100% plans to address review comments in order to obtain approval of the plans. This submission shall be made within twenty one (21) calendar days following the return of the 100% Submission review comments. The Contractor shall be prepared for additional minor review and resubmission cycles in order to obtain approval.

2.3.3 Final Plans

Within ten (10) consecutive days of receiving approval, the Contractor shall submit one (1) Mylar set of the approved plans to the County Project Manager for signature by the appropriate authority. The signed Mylar set will be returned to the Contractor for reproduction and resubmission to the appropriate agencies for release of permits.

2.4 FINAL DELIVERABLES TO BE PROVIDED TO THE COUNTY

For permitting agency plan reviews and approvals, the Contractor shall make and provide as many copies, revisions, and submissions as necessary to obtain all permits. In addition to copies required for permits, the Contractor shall, at a minimum, provide the following documents to the County per approval:
1. Final Approved Plans, Hard Copy 2 Sets
2. Final Approved Plans, PDF format on CD 1 CD
3. Final Approved Specifications, Hard Copy 2 Copies
4. Final Approved Specifications, PDF format on CD 1 CD

All drawings and reports shall have the “Seal” and signature of a registered Professional Engineer, duly authorized in the State of Maryland. The above listed does not include copies to the various review and approval agencies. Note: One CD containing each deliverable (5 copies) is acceptable and expected.

3.0 SCOPE OF WORK

3.1 GENERAL

The design shall be in accordance with all applicable Town of La Plata Ordinances, Detail Manuals, and Standards and Specifications for Construction, and all other applicable Local, State, and Federal codes, laws, ordinances, regulations, standards, etc.

All work under the Scope of Work shall be performed by or under the direct supervision of a Licensed Professional Engineer (P.E.) with current/active registration in the State of Maryland.

3.2 BASE BID ITEMS

3.2.1 Item A-1 – Building Design

The Contractor shall prepare building design plans and specifications suitable for the permitting and construction of the detention center addition. The building design plans shall include all applicable plans, details and schedules for, but not limited, to the following building components: footing/foundation, structural, roofing, mechanical, electrical, plumbing, HVAC, sprinkler, public address/intercom and security/alarm systems. The design shall integrate all proposed building systems with the existing detention center systems as applicable.

Payment: All associated costs for this item shall be included in and payment will be based on the lump sum price provided for Base Bid Item A-1 provided on the Cost Proposal Form.

3.2.2 Item A-2 – Stormwater Management Design

The Contractor shall design the site using ESD practices to the MEP. The Stormwater management plans shall be submitted and approved in a three phased approach, namely, concept, site and final stormwater management plans. Payment for this item shall be made as a percentage based on each phase.

- Concept SWM Plan (10% upon submission and acceptance by the Town of La Plata)
- Site SWM Plan (60% upon submission and acceptance by the Town of La Plata)
- Final SWM Plan (20% upon submission and acceptance by the Town of La Plata)
- Final SWM Plan Approval (10% upon approval from the Town of La Plata)

Payment: All associated costs for this item shall be included in and payment will be based on
the lump sum price provided for Base Bid Item A-2 provided on the Cost Proposal Form.

3.2.3 Item A-3 – Civil Site Design

The services to be performed by the Contractor shall include, but are not limited to, relevant research, surveying, site design, grading, field verification of existing structures and utilities, pavement design, storm drain design, establishment of limits of work, and any miscellaneous work that may be required to complete the construction documents. Civil site design shall include, but is not limited to:

- Existing Conditions Plan
- Site Plan
- Grading Plan
- Paving Plan
- Sediment and Erosion Control Plan
- Storm Drain Plan
- Stormwater Management Plan
- Water and Sewer Plan

Payment: All associated costs for this item shall be included in and payment will be based on the lump sum price provided for Base Bid Item A-3 provided on the Cost Proposal Form.

3.2.4 Item A-4 – Pre-Manufactured Bridge Plans

The services to be performed by the Contractor shall include, but are not limited to, all plans, details, sections, specifications, etc. as necessary to permit and construct the proposed pre-manufactured bridge connecting the detention site with the annex site.

Payment: All associated costs for this item shall be included in and payment will be based on the lump sum price provided for Base Bid Item A-4 provided on the Cost Proposal Form.

3.3 CONTINGENCY ITEMS

3.3.1 Item B-1 – Bidding Phase Services

Upon written request by the County, the Contractor shall perform bidding phase services as described below.

- Attend the construction pre-bid meeting to provide an overview of the project and answer questions that arise during the meeting.
- Assist with responding to questions received from perspective Bidders.

Payment for bidding phase services will be made only for hours actually worked at the hourly rate listed in the proposal. It is estimated that 30 hours will be needed to perform this task. The hourly rate shall include all expenses incurred, including project management, overhead, and all other related costs.
3.3.2 Item B-2 – Construction Surveillance Services

Upon written request by the County, the Contractor shall perform construction surveillance duties as described below.

- The Contractor shall attend the Pre-Construction meeting and the periodic progress meetings, record meetings note and provide a written copy to the County within seven (7) consecutive days following the meeting.

- The Contractor shall review shop drawings for compliance with Town of La Plata Ordinances, Standards and Specifications for Construction, and with project drawings and specifications and provide recommendations for approval, rejection, approved with conditions, etc. of submitted products, materials, material substitutions, schedules, procedures, etc.

- The Contractor shall review requests for information (RFI’s) and field conflicts and provide additional information and/or make recommendations to clarify the inquiry or resolve the conflict. If necessary, the Contractor shall include revised drawings, designs, calculations, sketches, and/or written direction to the County for issuance to the Contractor.

- The Contractor shall participate in SUBSTANTIAL COMPLETION inspection(s) and prepare typewritten punchlist report(s). Inspection reports shall be provided to the County within seven (7) consecutive days following the inspection unless otherwise specified by the County.

- The Contractor shall participate in the FINAL inspection and, if necessary, prepare a typewritten report of punchlist items. Inspection reports shall be provided to the County within seven (7) consecutive days following the inspection unless otherwise specified by the County.

Payment for surveillance services will be made only for hours actually worked at the hourly rate listed on the Cost Proposal Form. It is estimated that 150 hours will be needed to perform this task. Unless authorized in writing, a maximum of eight (8) hours in a single week will be allowed for this task. The hourly rate shall include all expenses incurred, including project management, overhead, and all other related costs.

********END OF SPECIAL PROVISIONS******

III-7
APPENDICES
APPENDIX 1 – MAPS
LOCATION MAP
APPENDIX 2 – PLANS, REPORTS, AND SPECIFICATIONS

Due to the size and number of documents, the following specifications and requirements are published separately, and are available with the other solicitation documents contained in the solicitation listing on the Charles County FTP site:

- RFP 17-06 APPENDIX 2 – PLANS REPORTS SPECIFICATIONS– 160720.pdf

Drawings and specifications are available for download from the Charles County FTP site using the following steps:

2. Click on the Directory labeled “RFP 17-06”.
3. Locate the project files from the list and select each file to download.
APPENDIX 3 – RECORD DRAWINGS

Due to the size and number of documents, the following specifications and requirements are published separately, and are available with the other solicitation documents contained in the solicitation listing on the Charles County FTP site:

- RFP 17-06 APPENDIX 3 – RECORD DRAWINGS – 160720.pdf

This file includes the following:

a. 02 SD2 Grading and Planting Plans
b. 05.1 SD6 Stormdrain SWM SCD Plan
c. 05.2 SD7 Stormdrain Profiles and Details
d. 05.3 SD8 Stormwater Management SCD Detail Sheet
e. 08 A3
f. 22 A17
g. 29 A24
h. 34 A29
i. HVAC 1
j. HVAC 2
k. HVAC 3
l. HVAC 4
m. P-14

Drawings and specifications are available for download from the Charles County FTP site using the following steps:

2. Click on the Directory labeled “RFP 17-06”.
3. Locate the project files from the list and select each file to download.