

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSAL



CHARLES COUNTY, MARYLAND

HAZARD MITIGATION PLAN UPDATE
RFP NUMBER 11-32

MARCH 2011

Prepared By:

DEPARTMENT OF EMERGENCY SERVICES

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DIVISION I

CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
Purchasing Division



NOTICE

RFP NO. 11-32

The County Commissioners of Charles County are hereby requesting proposals from qualified, multi-disciplined firms to update the current Hazard Mitigation Plan for the County. The purpose of the plan is to assess the communities' vulnerabilities to natural hazards and prepare a long-term strategy to address these hazards and prevent/reduce property damage and loss of life.

Proposal documents and scope of services may be obtained on our website at www.CHARLESCOUNTY.org by clicking the "Bid Board" link located on the left side under the "Doing Business" category. Proposals will be accepted until **11:00 a.m. on April 6, 2011** and shall be valid for a period of not less than one hundred twenty (120) days.

To inquire about these proposal documents and solicitation schedule, contact the Purchasing Office, telephone 301-645-0656 (local) or 301-870-2786 (metro). Inquiries of a technical nature should be directed to Michelle Lilly, Chief of Emergency Management Division in the Department of Emergency Services, fax (301) 609-3410 or e-mail LillyM@CHARLESCOUNTY.org at least **14 calendar days** prior to the proposal submission date.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposal received when such waiver is in the best interest of Charles County. Qualified small, local and Minority Business Enterprises are encouraged to respond to this solicitation.

Frederick D. Shroyer
 Chief of Purchasing

Publish one (1) timeissue of **March 9, 2011**

INSTRUCTIONS TO PROPOSERS

1. PREPARATION OF PROPOSAL:

Proposal shall be submitted as instructed hereto. All blank spaces of the form shall be fully completed.

2. PERFORMANCE DATA, QUALIFICATIONS & EXPERIENCE STATEMENTS:

See Special Provisions section for qualification and submission requirements. (See SPECIAL PROVISIONS Section IV Proposal)

3. SUBMISSION OF PROPOSALS:

All proposals must be received on or before the time and date specified herein. Any proposals received after the specified due date and time will be designated as nonresponsive. It is requested that two (2) original signed and five (5) duplicates of the proposal package be addressed to:

Sonya Williams
Assistant Chief of Purchasing
Charles County Government Building
200 Baltimore Street (Courier)
P.O. Box 2150 (U.S. Mail)
La Plata, Maryland 20646

Proposals shall be valid for a period of not less than one hundred twenty (120) days.

4. SIGNATURES:

The proposals must be signed by an officer authorized to make a binding commitment for the company.

5. AWARD OF CONTRACT:

Criteria to be used in the evaluation of proposals and any subsequent award will be based on the information provided in the proposal package.

The evaluation of proposals and subsequent selection will be performed by the Professional Service Selection 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. "Debriefings" will not be conducted.

6. ADDITIONAL INFORMATION:

Inquiries concerning proposal information or proposal documents should be directed to the Purchasing Office, Charles County, Maryland telephone (301) 645-0656.

If there are questions of a technical nature, direct written inquiries as directed below, at least 14 days prior to submission due date. Reference this solicitation number and title in the subject line.

Michelle Lilly, Chief of Emergency Management Division
Department of Emergency Services
Fax: (301) 609-3410
E-mail: LillyM@CHARLESCOUNTY.org

7. ACCEPTANCE OF PROPOSALS:

Charles County intends to award a contract to the Proposer that best satisfies the needs of the County. The contract may be awarded to that firm which, in the County's opinion, has submitted the best overall proposal, price, qualifications, and other factors considered. This request does not commit the County to award a contract. In addition, the County reserves the right to accept any proposal either in part or in its entirety. The contract entered into with the successful Proposer shall meet all standard provisions required by the County and by the involved government agencies. The County reserves the right to reject any or all proposals.

8. INCURRING COSTS:

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

9. 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.

10. ADDENDA AND SUPPLEMENTS TO THE RFP

In the event that it becomes necessary to revise any part of this Proposal Request, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this Proposal Request, a supplement to the Proposal Request will be provided to the Proposer. It is responsibility of the Proposer to become registered with the Charles County Purchasing Office (email: puradmin@CHARLESCOUNTY.org) to ensure notification of any future updates or amendments to this project. The Proposer shall acknowledge in the proposal, the receipt of all addenda, supplements, amendments, or changes to the Proposal Request that were issued by the County.

11. PUBLIC INFORMATION ACT NOTICE:

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information, and provide justifications of why such material should not be disclosed by the County upon request under the Maryland Public Information Act.

12. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Bidders are advised that the Charles County Local Government has established a Minority Business Enterprise (MBE) Program which applies to all formal solicitations. This is a goal oriented program with a minimum 25% MBE participation goal for each project.

The County recognizes, as Minorities, the following groups as defined in the Maryland State Highway Association's MBE program and include: 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 State Highway Administration, Federal 8-A registration or the Charles County Local Government. Information concerning the Charles County MBE Certification Process may be obtained by contacting the Charles County Purchasing Office, phone (301) 645-0656. The bidding documents included herein contain a form entitled "Minority Business Enterprise Utilization Affidavit". This document indicates the MBE certification status of the bidder, as well as, the level of MBE participation of any sub-contractor or suppliers. Bidders are requested to complete the form and submit it with their bid.

FIRM'S NAME AND ADDRESS:

Date: _____

PROPOSAL FORM

The County Commissioners of Charles County, Maryland
Charles County Government Building
Post Office Box 2150
La Plata, Maryland 20646

Honorable Commissioners:

This bid is submitted in accordance with your "Notice to Engineers" inviting proposals to be received for the work outlined in the "Scope of Services" attached hereto for **RFP No. 11-32, HAZARD MITIGATION PLAN UPDATE.**

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 for each plan review.

ITEM NO.	DESCRIPTION OF ITEMS	TOTAL AMOUNT
A	MITIGATION PLAN (Lump Sum)	\$
GRAND TOTAL		\$

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

(Signature)

(Printed Name)

(Title)

(Phone)

(Fax)

CONTRACT

This CONTRACT made this _____ day of _____, in the year Two Thousand Eleven, by and between _____ hereinafter called the CONSULTANT and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY.

WHEREAS, the Consultant will provide the necessary services for **RFP No. 11-32, HAZARD MITIGATION PLAN UPDATE**, 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 Consultant doth hereby covenant and agree with the County that he will well and faithfully provide said necessary services for the sum of _____ Dollars (\$_____) in accordance with each and every one of the aforementioned 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 proposal attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The Consultant hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within 180 consecutive calendar days thereafter.

And the County doth hereby covenant and agree with the Consultant that it will pay to the Consultant when due and payable under the terms of said General Provisions and Special Provisions, the

CONTRACT – (Page 2 of 2)

above-mentioned sum; 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, said CONSULTANT and the COUNTY have caused these presents to be executed in the year and day first above mentioned.

County Commissioners of Charles County, Md

(Name of Firm)

BY: _____

By: _____

Candice Quinn Kelly, President

(Title)

(Date)

(Date)

Approved as to Form:

(Address)

(City and Zip Code)

(County Attorney)

(Witness)

(Witness)

(Date)

(Date)

(Secretary)

(SEAL)

NOTE: IF CONTRACTOR IS A CORPORATION, SECRETARY SHOULD ATTEST.

ADDENDUM CERTIFICATIONProposal Number: **11-32**Project Name: **Hazard Mitigation Plan Update**

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

Addendum Number:**Date of Addendum:**

Proposer

Address

Signature

Date

CHARLES COUNTY MBE UTILIZATION AFFIDAVIT

BID NO. 11-32

Name of Bidder/Proposer: _____

Please respond to the following questions:

Check One

YesNo

- | | | | |
|----|---|-------|-------|
| 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 proceeding Proposed MBE Sub Contractors form the 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

PROPOSED MBE SUB CONTRACTORS

(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 previous page for list of Minority Classes*

MBE UTILIZATION – POST AWARD

PROJECT TITLE: _____ BID NUMBER: _____

VENDOR'S NAME: _____

CONTACT PERSON: _____

ADDRESS: _____ PHONE: _____

_____ FAX: _____

_____ EMAIL: _____

ORIGINAL CONTRACT AWARD: _____

CONTRACT DATE: _____

MBE UTILIZATION PROPOSED: _____%

CURRENT PAYMENT REQUEST

PAYMENT REQUEST #: _____ PAYMENT REQUESTED: \$ _____

MBEs UTILIZED: \$ _____

COMPANY NAME (MBEs Only)	PAYMENT
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

*Please attach additional MBEs if necessary***TOTAL PAYMENT REQUESTS TO DATE***(INCLUDE CURRENT PAYMENT REQUEST)*

TOTAL PAYMENT RECEIVED: \$ _____

TOTAL MBE UTILIZED: \$ _____

I certify that the information I have provided on this document is true, complete and correct to the best of my knowledge.

Signature _____ Date _____

Print Name _____

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 Bidder / Offerer, nor any officer, director, partner, member, associate or employee of the Bidder / Offerer, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder / Offerer, to obtain information that would give the Bidder / Offerer 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 Bidder / Offerer, nor any officer, director, partner, member, associate of the Bidder / Offerer, 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

DIVISION II

SPECIAL PROVISIONS
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SPECIAL PROVISIONS

I. GENERAL

A. OVERVIEW

The County requires consultant services to assist the County departments and municipalities in establishing and/or updating goals and objectives and identifying activities that will help prepare for and reduce the impact of a natural disaster. The Plan shall address the requirements of the County's Emergency Services, Public Works, and Planning and Growth Management Departments and the municipalities of La Plata, Indian Head and Port Tobacco. Representatives from these agencies will comprise the Hazard Mitigation Planning Committee (hereinafter, "Committee"). This Committee will work closely with the Consultant and provide feedback on drafts at various stages in the planning process.

B. BACKGROUND

Charles County Government, Maryland has been awarded a Pre-Disaster Mitigation (PDM) Grant by the Maryland Emergency Management Agency. This grant provides funding to update the current Hazard Mitigation Plan for the County. The purpose of this Plan is to assess the communities' vulnerabilities to natural hazards and prepare a long-term strategy to address these hazards and prevent further damage and loss of life.

Charles County is located in Southern Maryland approximately 18 miles south of Washington, D.C. It is bordered by Prince George's County to the north; the Potomac River to the west and south; with the Wicomico River, St. Mary's County, and a short segment of the Patuxent River to the east.

There are three incorporated towns in the county: Indian Head, La Plata (county seat) and Port Tobacco. La Plata lies south of the Washington metro area. Indian Head is home to one of the bases of the Naval Surface Weapons Center. Waldorf, the largest urban area in Charles County, is located 23 miles south of Washington, DC

II. SCOPE OF SERVICES

The Hazard Mitigation Plan shall be formatted as shown below and address the following topics, at a minimum.

A. EXECUTIVE SUMMARY

B. LOCAL HAZARD MITIGATION PLAN REVIEW CROSSWALK

C. PLANNING PROCESS

1. The Consultant will document the hazard mitigation planning process and participants, including but not limited to:
 - (a) How the plan was prepared; and

- (b) How the public was involved (i.e. workshops, community outreach through press releases and questionnaires)
- 2. As part of the public involvement process, a Hazard Mitigation Planning Committee (HMPC) will be appointed. Describe the role and composition of the HMPC.

D. RISK ASSESSMENT (HAZARD IDENTIFICATION AND VULNERABILITY)

The purpose of this section is to provide a basis for hazard mitigation planning and will include:

- 1. Hazard Identification: The Consultant will develop a description and prioritization of the natural hazards that have occurred within the County. For this plan, the risk assessment section will assess each community's risks. The natural hazards categories, consistent with the State of Maryland Hazard Mitigation Plan include, but are not limited to:
 - (a) Flood-Related Hazards (river flooding, coastal flooding, erosion, dam failures as the result of coastal storms, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.
 - (b) Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes) based on information provided by the National Weather Service and/or State Hazard Mitigation Plan.
 - (c) Fire-Related Hazards (drought, wildfires) based on local historical data, the National Weather Service, State Hazard Mitigation Plan, and/or other applicable plans/sources.
 - (d) Geologic Hazards (earthquakes, landslides, sink holes) based on local historical information, State Hazard Mitigation Plan, and/or other applicable plans/sources.
 - (e) Other Hazards not listed above as determined by local history and experience. Consideration may also be given to man-made hazards (i.e. chemical spills and/or fires).
- 2. Hazard Mapping: Using the best available and existing data, the Consultant will develop a base map of areas affected by multiple natural hazards. In conjunction with mapping, the Consultant will develop a comprehensive inventory (database) for use in developing map data layers, of the following items relative to the multiple hazard area:
 - (a) Critical facilities, including, but not limited to the following:
 - (i) Emergency operations center, police/fire stations;
 - (ii) Hospitals and emergency shelters;
 - (iii) Water and wastewater treatment plants and associated pumping stations;
 - (iv) Power generation, transmission, and delivery facilities;
 - (v) Special population centers, such as day-care facilities, nursing homes/elderly housing;
 - (vi) Correctional facilities;
 - (vii) Hazardous material facilities; and
 - (viii) Evacuation routes.

- (b) All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable.
- 3. Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of each community's vulnerability to specific hazards. This vulnerability assessment, if possible, will include:
 - (a) Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard areas.
 - (b) All existing multiple hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
 - (c) A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.
 - (d) Historical performance of each measure and a description of improvements or changes needed.
 - (e) General description of land uses and development trends to incorporate future land use decisions.
 - (f) A detailed risk/vulnerability study for Civista Medical Center, Charles Counties only hospital, and for repetitive flood zone areas within the county; and
 - (g) Address changes in local growth and development trends.

E. MULTIPLE HAZARD MITIGATION STRATEGY

The Consultant will assist in developing the local mitigation strategies specific to the county's exposure and impacts by identified natural hazards. The strategy will include:

- 1. A list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be coordinated with the HMPC by the consultant. An example of a goal statement and an objective would be:
 - (a) Goal: Increase coordination between Federal, state, municipal and private resources in pre-disaster planning, post-disaster recovery and continuous hazard mitigation implementation.
 - (b) Objective: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.
- 2. A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction.
 - (a) These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: seawalls, dams, dikes) solutions.

- (b) At a minimum, this list of prioritized projects will be based on a process that results in identification of cost effective hazard mitigation projects with public input, including:
 - (i) An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - (ii) Consultant shall prepare cost estimates for all recommended projects and shall identify possible funding sources to implement recommended projects.
 - (iii) Coordination with relevant Federal and State agencies for input and technical assistance.

F. HAZARD MITIGATION PLAN MAINTENANCE PROCESS

1. Monitoring, Evaluating, and Updating: List strategies for monitoring, evaluating and updating the plan.
2. Incorporation into Existing Planning Mechanisms: The Consultant will assist the County with the implementation and incorporation of the plans' goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
3. Implementation Schedule: The completed plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every 5 years.

G. ADDITIONAL STATE REQUIREMENTS

The Consultant will include additional requirements set by the State of Maryland Hazard Mitigation Plan.

H. PLAN ADOPTION AND APPROVAL

1. Consultant shall prepare a draft plan for review by the Committee.
2. Consultant shall conduct a public information campaign in order to secure public opinion. This campaign shall include at least three public meetings in the three sections of the county, and will allow for feedback that is written, electronic and public comment.
3. This Plan shall meet the criteria of FEMA's Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44CFR, Parts 201 and 206, enacted under Sec. 104 of the Disaster Mitigation Act of 2000 (DMA 2000).
4. Consultant shall incorporate a summary of actions from the draft plan into the final plan for presentation to the Planning Commission for recommendation of inclusion in the County's Comprehensive Plan.

5. County Adoption: The Consultant will coordinate the adoption of the plan by the Charles County Board of County Commissioners.
6. Plan Approval: The adopted plan will be submitted to the Maryland Emergency Management Agency on or before the termination date for initial review and forwarding to FEMA/Region for final review and approval.

I. DELIVERABLES

1. Provide a non-proprietary database in ArcView files to contain all the data collected.
2. Provide twenty (20) hard copies of report and all data collected.
3. Charles County shall be the owner of the Hazard Mitigation Plan and all associated data.

III. PROJECT SCHEDULE

Provide a draft report for public comment 150 days after award of contract. Within 180 days after award of contract, provide a final draft to the Board of County Commissioners of Charles County with addressed comments.

IV. PROPOSAL

A. FEE PROPOSAL

1. The Consultant shall provide a detailed breakdown of costs for services for the proposed project which shall include but may not be limited to costs associated with draft plan deliverables, costs for conducting each public meeting, and final document and maps. Costs shall be broken down by phases with man-hours for each phase.
2. Costs shall include all fees associated with profit, overhead and miscellaneous fees such as but not limited to: mileage, vehicle fuel, prints, copies and postage. No mark-up on direct costs will be permitted.

B. EVALUATION CRITERIA

Proposals shall be evaluated for suitability and will be ranked according their adherence to the requirements of this RFP and the proposals perceived benefit to the County. The Proposals shall be evaluated by the Committee using the following criteria:

1. Expertise, experience, and qualifications of the firm, project manager, and team members for each relative discipline assigned to this project for providing the services described in this RFP.
2. Expertise, experience and qualifications of any special consultants proposed for providing the services described in this RFP.
3. Appropriateness of proposed process.
4. Project management approach.

5. Geographical location of the Consultant's office where work will be performed in relation to the County.
6. Plan to complete the work and ability to complete the work in a timely manner.
7. Expertise and past experience of the Consultant in providing services on projects of similar size, scope and features as those required on this project, including federally funded projects, with reference checks for these projects.
8. Size of the firm relative to the size of the project.
9. Financial responsibility as evidenced by the Consultant's carrying of Professional Liability Insurance.
10. In addition to the requirements above, the Consultant shall provide the following as part of their technical proposal for evaluation of their firm's qualifications.
 - (a) Listing of organizations, prime consultant and sub-consultants included in the project team including each area of responsibility for each organization.
 - (b) A brief discussion of Consultant's project understanding and scope of services outlining key points and project approach.
 - (c) Incorporating a project phasing schedule. The timeframe shall include a schedule for deliverables and in-house County meeting/presentations. A graphical representation of the proposed schedule shall be included.
 - (d) A brief discussion of three similar projects the organizations on your team have completed in the last five years, including federally funded projects. The listing shall include for whom the project was completed and a reference that the selection Committee may contact including current phone numbers.
 - (e) The name and contact information for the project manager along with a listing of key personnel and team members with a brief bio related to their qualifications, related task experience, and tasks to which they will be assigned. Upon award, cell phone, pager, and e-mail addresses shall also be provided.
 - (f) Disclose any work for other clients that may affect or be affected by work under this contract.
11. Consultant cannot be included in the Excluded Parties List (EPLS)
<https://www.epls.gov/epl/s/search.do?ssn=true>
12. Consultant must have a DUNS Number to be considered for award. For additional information please see http://www.dnb.com/us/duns_update/
13. Cost submittal

C. PREPARATION OF PROPOSAL

1. The technical proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities for satisfying the

requirements of the RFP and must convey all information requested by the County. Emphasis should be on completeness and clarity of content. If significant errors are found in a Proposal, or if the Proposal fails to conform to the essential requirements of the RFP, the County shall be the sole judge as to whether the variance is significant enough to reject the Proposal.

2. Technical Proposals shall be limited in length to approximately twenty (20) pages with printing on both sides allowed and should focus on project approach and similar projects being submitted for reference. Promotional brochures containing general firm information are not being requested and should not be included. If the Technical Proposal includes any addition to the specific information requested in the RFP, this information should be included as an appendix.
3. Costs for preparation of requested proposals shall be borne by the consultant.

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

GENERAL PROVISIONS
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GENERAL PROVISIONS

1. DEFINITIONS:

The term COUNTY, as use herein, refers to the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, hereinafter called the COUNTY, represented by the CONTRACTING OFFICER, the Director, Department of Public Facilities, or his designated representative who is authorized to act for the COUNTY. The term ENGINEER, as use herein, refers to the COMPANY and/or ENTITY which is awarded this contract.

2. RESPONSIBILITY OF THE ENGINEER:

- A. The ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the ENGINEER under this contract. The ENGINEER 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 ENGINEER shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the ENGINEER'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.

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 ENGINEER'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 ENGINEER for adjustment under this clause must be asserted in writing within THIRTY (30) days from the date of receipt by the ENGINEER of the notification of change unless the COUNTY grants a further period of time before the date of Final Payment under this contract.
- B. No services for which an additional cost or fee will be charged by the ENGINEER shall be furnished without the prior written authorization of the COUNTY.

4. TERMINATION:

- A. The COUNTY may, by written notice to the ENGINEER, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the

failure of the ENGINEER to fulfill his obligations under this contract.

Upon receipt of such notice, the ENGINEER shall:

1. Immediately discontinue any part or all services as directed by the County's authorized representative, 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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 ENGINEER. The decision of the COUNTY shall be final and conclusive unless, within THIRTY (30) days from the date of receipt of such copy, the ENGINEER 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.

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 clause, the ENGINEER 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 ENGINEER shall proceed

diligently with the performance of the contract and in accordance with the COUNTY'S decision.

- B. This Disputes clause 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.

6. COUNTY RIGHTS:

All designs, drawings, specifications, notes, computations and other work developed in the performance of this contract shall be and remains the sole property of the COUNTY and may be used on any other work without additional compensation to the ENGINEER. With respect thereto, the ENGINEER agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The ENGINEER, 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 ENGINEER shall have the right to retain copies of all such materials beyond such period.

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

7. EXAMINATION OF RECORDS:

- A. The ENGINEER 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 clause.
- B. The ENGINEER'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 ENGINEER shall include in each subcontract, a provision that includes paragraphs A and B of this clause, binding each subcontractor to the requirements outlined in the above mentioned paragraphs.

8. COVENANT AGAINST CONTINGENT FEES:

The ENGINEER 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 ENGINEER 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.

9. ACCIDENT REPORTS:

The ENGINEER 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 ENGINEER 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.

10. ENGINEER'S ORGANIZATION:

The ENGINEER shall furnish to the COUNTY within two (2) 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 ENGINEER 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 ENGINEER shall, with the approval of the COUNTY replace such employee with an employee of substantially equal abilities and qualifications.

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

11. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

During the performance of any contract awarded pursuant to this RFP, the ENGINEER agrees as follows:

- A. The ENGINEER 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 ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The ENGINEER, 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.

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 ENGINEER certifying to the completeness and accuracy of the work performed.

13. COMPOSITION:

If the ENGINEER hereunder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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 ENGINEER 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.

15. DELIVERY POINT, INSPECTION, AND APPROVAL:

All items required to be furnished by the ENGINEER under this contract shall be delivered at the ENGINEER'S expense to:

Michelle Lilly, Chief of Emergency Management Division
Department of Emergency Services,
P.O. Box 2150
La Plata, Maryland 20646-2150

The ENGINEER will be notified if the submittal, or any portion thereof, is rejected. In this event, the ENGINEER 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 Clause 5 "Disputes" of the General Provisions of this contract.

16. DESIGNATION OF COUNTY'S REPRESENTATIVE:

The ENGINEER'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.

17. DOCUMENT STANDARDS:

- A. Drafting Standards for Microfilm Process
 - 1. Dark, clear, sharp lines of uniform density result in good microfilm.
 - 2. Outlines and Section lines are differentiated by varying the width and thickness of lines by changing densities.
 - 3. Use only one type of lettering with open spacing.
 - 4. A minimum lettering height of 1/8", when possible use 3/16" or 1/4".
 - 5. Avoid congestion by using additional sheets.
 - 6. Match line weight when making additions or changes.
 - 7. Keep drawing clean, uncreased and erasures to a minimum.
 - 8. A graphic scale must be shown on all drawings.
 - 9. Use 24" X 36" Mylar sheets for detailed plans.
 - 10. 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). Contents shall be consistent with the County's Standard Specifications for Construction Manual.
- C. Bibliographies. If the preparation of reports and other narrative statements involves the use of reference and research materials, the ENGINEER 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

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 ENGINEER or subcontractor, the ENGINEER 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.

19. INVESTIGATION OF FIELD CONDITIONS:

The ENGINEER is to 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 ENGINEER, including subcontractors, does not visit the area, he will nevertheless be charged with knowledge of conditions which a reasonable inspection would have disclosed. The ENGINEER shall assume all responsibility for deductions and conclusion as to the difficulties in performing the work under this contract.

20. ONE YEAR GUARANTEE:

In the event the COUNTY requires a construction contract resulting from the prepared work of the ENGINEER hereunder, to make repairs, replacement, reconstruction or similar adjustments under the provisions of the construction contract, the ENGINEER 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 ENGINEER is responsible.

The period of this guarantee shall commence on the date that the COUNTY issues a "FINAL COMPLETION ACCEPTANCE CERTIFICATE", which represents full acceptance of the facilities, and will extend 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 ENGINEER is responsible.

21. PATENTS:

The ENGINEER 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 ENGINEER in the performance of the work.

22. PERMITS:

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

23. PUBLICITY:

Except with the prior approval of the COUNTY, the ENGINEER 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.

24. RESPONSIBILITY FOR MATERIALS AND RELATED DATA:

Except as otherwise provided in this contract,

- A. The ENGINEER 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 ENGINEER 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.

25. RIGHT OF ENTRY:

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

26. RISK, DAMAGES:

The ENGINEER shall assume all risks of injury to persons or property arising out of ENGINEER'S sole negligent acts, errors or omissions in ENGINEER'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 ENGINEER in connection with the prosecution of the work under this contract.

27. FEE AND PAYMENT

For the furnishing of all services as specified herein, the ENGINEER shall be paid the total fee specified.

After completion of work as requested and prior to final payment, the ENGINEER shall furnish to the Contracting Officer, a release of claims/liens against the COUNTY arising out of the contract, other than claims specifically accepted from the operation of the release.

Progress payments to the ENGINEER shall be made on the basis of monthly itemized invoices submitted for the actual percentage of physical work completed by the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER acknowledges that he has no unsatisfied claim against the COUNTY arising out of this Contract and the ENGINEER 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 ENGINEER under this Contract.

28. TRAVEL

All travel required to be performed in connections with the services including all meetings with COUNTY or any Government or Semi-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.

29. RELATED COST

The cost of all direct and indirect services, related services, different kinds of surveys, photographs, aerial surveys, aerial photographs, tax maps, planning maps, 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.

30. CONFLICT OF INTEREST

The Engineer is hereby specifically prohibited from engaging in any activities which are, might be constructed to be, or may give the appearance of a conflict of interest in the performance of this contract.

*******END OF GENERAL PROVISIONS SECTION*******

APPENDIX

APPENDIX 1

HOLIDAY SCHEDULE

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.