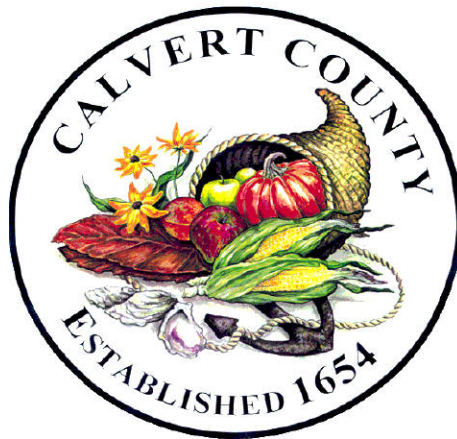


REQUEST FOR PROPOSAL
BOARD OF COUNTY COMMISSIONERS
OF
CALVERT COUNTY
PRINCE FREDERICK, MARYLAND 20678



SURVEYING SERVICES
RFP NUMBER - PURCH 2011-049

PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678
destepcm@co.cal.md.us
410-535-1600 Ext. 2322
301-855-1243 Ext. 2322

DUE DATE: Wednesday, March 16, 2011 by 2:30 p.m. (EST)

PRE-PROPOSAL MEETING: Wednesday, February 23, 2011 at 10:00 a.m. (EST)
County Services Plaza
150 Main Street, Suite 102
Prince Frederick, Maryland 20678



REQUEST FOR PROPOSAL CALVERT COUNTY GOVERNMENT

Proposals must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert County Government reserves the right to reject proposals improperly labeled. The envelope must also show the proposer's name and address.

SEALED PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____
PROPOSAL NUMBER: _____
PROPOSAL DUE DATE AND TIME: _____





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Proposals must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert County Government reserves the right to reject proposals improperly labeled. The envelope must also show the proposer's name and address.

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PROPOSAL TITLE: _____
PROPOSAL NUMBER: _____
PROPOSAL DUE DATE AND TIME: _____



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NOTICE TO CONTRACTORS

Sealed proposals are due on or before Wednesday, March 16, 2011 by 2:30 p.m. (EST) for acknowledgement of receipt only for:

RFP NUMBER – PURCH 2011-049 SURVEYING SERVICES

A pre-proposal meeting will be held on Wednesday, February 23, 2011 at 10:00 a.m. (EST) at the County Services Plaza, 150 Main Street, Conference Room, Suite 102, Prince Frederick, Maryland 20678. While not mandatory, attendance at this meeting is strongly encouraged.

Proposals shall be submitted in **two SEALED ENVELOPES**, one envelope shall contain one (1) original and three (3) copies of the Contractor's technical proposal marked "Q&E Surveying Services" and marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and three (3) copies of the Contractor's price proposal marked PRICE PROPOSAL. The technical proposal must be accompanied by a brief transmittal letter, signed by an officer of the authorized to bind the proposer to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. Calvert County Government (hereinafter, "the County") reserves the right to reject proposals improperly labeled. The envelopes must also show the Contractor's company name and address. (ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Proposal(s) should be mailed or hand delivered to the following:

CALVERT COUNTY GOVERNMENT PURCHASING OFFICE
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by the County employees other than the Purchasing Office is not deemed proper delivery. Where proposals are sent by mail to the Purchasing Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the mail is delayed beyond the date and hour set for the proposal closing, proposals will not be accepted. The United States Postal Service does not deliver to the address shown.

Changes in the phraseology of the proposal, additional or limiting provisions will render the proposal invalid and will cause its rejection.

Changes to the Request for Proposal shall only be made only in writing. The County Commissioners assume no responsibility for verbal instructions or interpretations.

Requests for additional information or questions must be submitted no later than Thursday, February 17, 2011 by 3:00 p.m. (EST) in writing to the Purchasing Office, Attention: Charlotte M. DeStephano, by e-mail at destepcm@co.cal.md.us or by fax at 410-414-3672. Any necessary additions or corrections to this RFP will be made by addenda and **bidders are responsible for obtaining any addenda that may be issued by going to eMaryland Marketplace at <https://ebidmarketplace.com/> prior to submitting their Proposal.**

In order to allow time for proposal review and award of contract, unless otherwise specified, all proposals shall be binding for 120 calendar days following the proposal opening date, unless extended by mutual consent of all parties.

The price proposal will be based upon fixed/firm hourly rate for the contract and signed by an authorized official of the organization.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require.

If the Contractor(s) to whom an award is made shall fail to execute the Contract, the award may be annulled and the Contract awarded to the next most responsive, responsible Contractor(s), and such Contractor(s) shall fulfill every stipulation embraced herein, as if the Contractor(s) were the original party to whom the award was made; or the Board of County Commissioners of Calvert County may reject all of the proposals, as its interests may require.

Contractor's must examine the scope of work carefully, and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything in the scope of work, inquiry should be made to the Purchasing Office before the proposal is submitted. The submission of a proposal shall indicate that the Contractor thoroughly understands and accepts the terms, conditions, and scope of work set forth herein.

Contractor's shall execute the following forms and include them as part of their proposal:

- (a) Price Proposal
- (b) Required Q&E Submittal including Qualification Statement
- (c) Non-Discrimination in Employment
- (d) Limits of Insurance
- (e) Non-Collusion Certificate
- (f) Hold Harmless Agreement
- (g) Anti-Bribery Affirmation Affidavit of Qualification to Respond

The results for this RFP will be posted on the County's web site at www.co.cal.md.us.

No Contractor may withdraw his proposal within 120 days after the opening thereof.

**SURVEYING SERVICES
RFP NUMBER - PURCH 2011-049**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision and equipment necessary for SURVEYING SERVICES as specified in this RFP to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

	<u>FEE¹</u> <u>(HOURLY RATE)</u>	<u>ANNUAL</u> <u>ESTIMATED</u> <u>HOURS²</u>	<u>TOTAL</u>
PRINCIPAL SURVEYOR (PROFESSIONAL LAND SURVEYOR OR PROPERTY LINE SURVEYOR- (MARYLAND REGISTRATION)	\$ _____	x 50	\$ _____
TWO (2) PERSON SURVEY CREW	\$ _____	x 150	\$ _____
SURVEY TECHNICIAN (DRAFTSMAN/DESIGNER)	\$ _____	x 200	\$ _____
DRAFTSPERSON	\$ _____	x 200	\$ _____
TOTAL LABOR COST²			\$ _____

¹ All hourly rates shall include all charges to Calvert County Government including but may not be limited to labor, profit, supervision, travel, fuel, overhead, printing, incidentals, and out pocket costs necessary to accomplish the tasks required under this Contract. No other expenses beyond those specifically identified in this RFP are eligible for payment.

² Estimated hours are not guaranteed and are for bid comparison purposes only.

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

Calvert County Government reserves the right to make an award to multiple Contractors.

PRICING SHALL REMAIN FIRM FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD.

FIRM NAME: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

**SURVEYING SERVICES
RFP NUMBER - PURCH 2011-049**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision and equipment necessary for SURVEYING SERVICES as specified in this RFP to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

	<u>FEE¹</u> <u>(HOURLY RATE)</u>	<u>ANNUAL</u> <u>ESTIMATED</u> <u>HOURS²</u>	<u>TOTAL</u>
PRINCIPAL SURVEYOR PROFESSIONAL LAND SURVEYOR OR PROPERTY LINE SURVEYOR - MARYLAND REGISTRATION)	\$ _____	x 50	\$ _____
TWO (2) PERSON SURVEY CREW	\$ _____	x 150	\$ _____
SURVEY TECHNICIAN (DRAFTSMAN/DESIGNER)	\$ _____	x 200	\$ _____
DRAFTSPERSON	\$ _____	x 200	\$ _____
TOTAL LABOR COST²			\$ _____

¹ All hourly rates shall include all charges to Calvert County Government including but may not be limited to labor, profit, supervision, travel, fuel, overhead, printing, incidentals, and out pocket costs necessary to accomplish the tasks required under this Contract. No other expenses beyond those specifically identified in this RFP are eligible for payment.

² Estimated hours are not guaranteed and are for bid comparison purposes only.

Please verify the calculation of your math and be aware that in the event of errors in computation, unit price will be the determining factor for the total.

**PRICING SHALL REMAIN FIRM FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD.
Calvert County Government reserves the right to make an award to multiple Contractors.**

FIRM NAME: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract will be executed within ten (10) days after such notice.

No proposer may withdraw his proposal within 120 days after the opening thereof.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form. By signing each proposal page, the Proposer does hereby attest that they have fully read the Request for Proposal and understands it.

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

FIRM NAME: _____

AUTHORIZED SIGNATURE OF OFFICER OF FIRM: _____

TITLE: _____

PRINTED NAME OF OFFICER OF FIRM: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL ID NUMBER OR SSN: TO BE PROVIDED BY CONTRACTOR UPON AWARD.

DATE: _____

ADDENDA CERTIFICATION

**SURVEYING SERVICES
RFP NUMBER - PURCH 2011-049**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this bid was prepared in accordance with said Addenda. Addenda become part of this RFP. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

Addendum Number

Date of Addendum

Bidding Firm

Address

Address

Signature of Authorized Representative

Date

Phone Number

Fax Number

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, 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 non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. 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.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature _____

Printed Name of Contractor _____

Company Name, Address _____

Phone Number _____

Date _____

SURVEYING SERVICES
RFP NUMBER - PURCH 2011-049
SPECIFICATIONS

1. INTRODUCTION

The Board of County Commissioners of Calvert County through Calvert County Government's Department of Public Works' Director or a chosen representative (hereinafter, "the County") is requesting Qualifications and Experience submittals and Price Proposals from qualified firms or individuals (hereinafter, "the Contractor") to provide surveying services on an as needed basis for various County projects throughout Calvert County, Maryland.

Surveying services required by the County shall include, but may not be limited to, boundary surveys for right-of-way acquisition, topographic surveys, and construction stakeout. Additional services, such as drafting and/or computations, may be required. All Surveying Services are to be provided in accordance with the "Minimum Standards of Practice" as specified in COMAR Title 09; Department of Labor, Licensing and Regulation; Subtitle 13 Board for Professional Land Surveyors; Chapter 06 Minimum Standards of Practice; "Maryland Standards of Practice for Professional Land Surveyors and Property Line Surveyors" as adopted March 3, 1995 and subsequently amended. Unless modified by the County, this shall also include Regulation .09 of said Standards of Practice mentioned above.

- A. Contractors holding the qualifications stated herein are hereby invited to submit a proposal to provide surveying services for various County projects throughout Calvert County, Maryland.
- B. Contractors shall provide Qualifications and Experience (Q&E) submittals concurrent with Price Proposals in a separately sealed envelope as per page 1, Notice to Contractors.
- C. It is the County's intent to open and review each firm's Q&E to evaluate qualifications and experience. If the Q&E is deemed acceptable, the envelope containing the Contractor's Price Proposal will then be opened. For those Q&Es considered nonresponsive, the envelope containing the related Price Proposal will be returned unopened to the respective Consultants.
- D. The County will evaluate responses to this RFP and select those Contractors that it deems to be responsive and qualified. The County reserves the right to interview some or all of the prospective Contractors to discuss Q&E as well as Price Proposals.
- E. The County may award one contract or multiple contracts as it deems fit.

2. PROJECT MANAGER

The County's Department of Public Works Division of Engineering will manage and coordinate the projects/tasks under this Contract. All communications related to the Contract shall be directed to Mr. Rai Sharma, Deputy Director, Engineering, Department of Public Works (hereinafter, "Project Manager"). The physical address is County Services Plaza, 150 Main Street, Prince Frederick, Maryland 20678, and the mailing address is Courthouse, 175 Main Street, Prince Frederick, Maryland 20678.

3. CONTRACT PERIOD

- A. This is a requirements type contract for one [1] year commencing after approval, proper execution of the contract documents, and issuance of the Notice to Proceed, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County. The initial contract period will tentatively commence April 1, 2011 and end March 31, 2012. The Contractor shall submit a letter of intent one hundred and twenty (120) calendar days prior to expiration. The letter of intent shall indicate the Contractor's intention to renew the contract or allow the contract to expire. All renewals shall be subject to written approval by the County a minimum of sixty (60) calendar days prior to expiration.
- B. In the event the County exercises its option to renew this Contract beyond the initial one-year period, the prices for each renewal term shall be the price bid for the initial contract plus the adjustment defined in paragraph 4.

4. PRICE ADJUSTMENT

- A. In order to protect the interest of the County and to give the Consultant a reasonable basis for bidding, a price adjustment feature which shall pertain to "Labor" costs only is hereby incorporated into the specifications and contract documents and shall be binding on the Consultant and the County.
- B. In submitting proposals, each Consultant shall set forth the unit price they will accept for the first year in payment for services in accordance with the Contract.
- C. Upon written request from the Consultant, a minimum of one hundred twenty (120) calendar days prior to expiration of the current Contract period, the County will consider a price increase for labor only based upon the initial contract price. The County will negotiate this increase based upon the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area based upon a 12-month average over the prior year to become effective the following contract period. If the increase is approved, the labor cost increase shall not exceed three percent [3%]. The County reserves the right to reject any pricing modification by electing not to renew the contract.

5. SCOPE OF SERVICES

A. General

The County has an ongoing need for surveying services on an as needed basis for various County projects. A general list of the needed surveys is as follows:

1. Boundary Surveys-Plats and Metes and Bounds Descriptions;
2. Right-of-Way and Easement Plats;
3. Topographic Surveys, including Worksheets;
4. Construction Stakeout - Baseline of Construction Stakeout for Capital Projects, Stakeout of Drainage Systems, and Water and Sewer Lines; and
5. Setting Horizontal and Vertical Control at Future Project Sites.

If applicable, all plats shall be signed, sealed, and dated by a registered professional land surveyor or property line surveyor licensed in the State of Maryland as required by law.

This Contract may not include all surveys required by the County. This Contract mainly involves projects that are requested through the Director of the Department of Public Works. Other County departments and/or divisions may use the services in this Contract as needed.

Work shall be performed under the supervision of a professional land surveyor or a property line surveyor who is currently registered in the State of Maryland. Prior to the commencement of services, due to a change of staff of the Proposer, the name, job title, and brief description of the work experience of the new survey personnel shall be submitted to the County. The County may require that more than one surveying assignment be performed at the same time. The Contractor is required to be able to provide two (2) crews to perform surveying services within five (5) days of notification for work.

B. Surveying Standards and Guidelines

The Contractor will perform all surveying services in accordance with the latest editions of the following standards, guidelines, and requirements of:

1. "Minimum Standards of Practice" as specified in COMAR Title 09; Department of Labor, Licensing and Regulation; Subtitle 13 Board for Professional Land Surveyors; Chapter 06 Minimum Standards of Practice & any criteria set by the County.

2. These Specifications, any guidelines set forth during the pre-project meetings and any applicable industry standards.
3. The Contractor will use standard size 20" x 24" mylars for all plats to be recorded among the Land Records of Calvert County, Maryland. All other right-of-way plats prepared under this Contract shall employ 8 ½" X 14" mylars unless otherwise approved by the County's Project Manager.

C. Typical Assignment Schedule

1. Assignments will be sent to the Contractor on a rotating basis, unless specialized services are required.
2. The County's designee will meet with the Contractor in the office and/or field to discuss the requirements of each assignment.

D. Project Assignment Proposal Submittals

1. The Contractor will submit a proposal for each project assignment that includes the following information:
 - a. A description of the project assignment as the Contractor understands it.
 - b. A price proposal in the form of fixed hourly rate, using the Contract unit prices, for personnel wages. The project proposal will breakdown the costs for personnel man-hours and direct costs, etc. for each task.
 - c. A Project Schedule. This Schedule will be discussed with the Contractor during each initial project assignment meeting and will be dependent on the urgency of each assignment.
 - d. A list of the actual personnel to work on each project assignment.
3. The County will respond in one of the following ways:
 - a. Provide the Contractor with written acceptance and Notice to Proceed for each project.
 - b. Request that the Contractor add or subtract items from the project proposal or renegotiate the hours in a proposal for a project assignment.

- c. Reject the proposal for a project. If a project proposal is rejected, the County has the right to end negotiations with that Contractor and begin the process with another pool Contractor.

E. Force Account Assignments

There may be an occasion when emergency action is necessary and no time can be taken to prepare a written proposal prior to the start of work. In these cases, the Contractor will be directed to provide the required services, using wage and resource rates as provided in the Contractor's Price Proposal. The Contractor shall keep careful records and provide complete documentation as backup for any compensation of services rendered until the Contractor has time to submit an assignment proposal as described above. If a utilized resource is not included in the approved proposal, then the Contractor shall provide documentation for the basis of that resource cost. The costs will be justified to the satisfaction of the County.

F. Notification of Residents in Project Area

The Contractor shall be required to notify any County resident whose property will be entered upon to complete a project. The County will notify the residents of the nature of the projects, but since schedules of field crews are assigned by the Contractor, it shall be the Contractor's responsibility to notify County residents before any property is entered upon by the Contractor.

G. Deed Research, Easements, and Land Acquisition

All land record research under this Contract shall be performed by the Contractor. The County will provide any records or drawings that are kept by the County that may assist the Contractor in performing a project upon request of the Contractor.

H. Liaison and Project Coordination

The Contractor will provide the name of a Professional Land Surveyor or Property Line Surveyor registered in the State of Maryland who shall act as Project Coordinator. This person will be the only individual whom the County will contact in regard to project services. A replacement Project Coordinator may be requested by the Contractor or the County. The replacement Project Coordinator must be approved by the County.

I. Manpower

The Contractor must ensure that sufficient manpower is available to concurrently perform two (2) projects at any time and to complete them on schedule. The County reserves the right to require the Contractor to dedicate additional

manpower to any assignment, if the urgency of the assignment necessitates the action or if the assignment is behind or falling behind schedule. The County also reserves the right to require the replacement of any personnel on any assignment for any reason.

The Contractor **must also be able to provide immediate services (within one business day of notification) if the urgency of an assignment warrants it.** In this situation, if the Project Coordinator is not immediately available for services with the County, a substitution must be available. These individuals and the necessary manpower must remain on the project assignment until its conclusion, if requested by the County.

No overtime work will be performed unless approved in writing by the County in advance of the commencement of work. Overtime shall be defined as services performed over the regular eight (8) hours per day.

J. Equipment

The Contractor shall have state of the art equipment to perform the said services. The equipment shall be properly adjusted and in good working order.

1. Supplies

The Contractor shall furnish all supplies. The supplies shall include all necessary hubs, guards, spikes, nails, ribbon, and any additional items necessary to perform said services.

2. Field Books

Information shall be entered in a neat and orderly fashion into field books. A table of contents shall be placed on the first two (2) pages and shall list the job and the page(s) where information relative to the job may be found. Information obtained shall be recorded in a conventional manner. Field books will be returned to the County within twenty-four (24) hours after a job is completed.

For instances where digital methods are used to collect field data, a computer printout that contains all information necessary to reduce and plot the notes manually shall be submitted to the County. The printout shall be bound in a format acceptable to the County. Also, a copy of the job in digital format, containing point numbers, coordinates, elevations (where appropriate), and point descriptions, in ASCII Format, Micro station (.DGN) or AutoCAD (.DWG) format, will be required.

The use of a data collector does not eliminate the need for field sketches of areas that may pose questions. Such sketches shall be made in field books.

3. Computations

The Contractor shall perform all necessary computations and plotting of field notes unless otherwise specified by the County.

K. Schedule of Work

1. The Contractor shall be notified for survey assignments, verbally or in writing, a minimum of five (5) working days prior to the date services are required, and for all verification of construction stakeout a minimum of forty eight (48) hours prior to date services are required. Every effort by the County to work within scheduling constraints of the Contractor will be made. However, if delays occur beyond the above-referenced minimum lead times of five (5) working days and forty-eight (48) hours on the part of the Contractor commencing work, the County reserves the right to terminate the Contract.
2. Upon notification of required services, the Contractor shall allow a minimum of one (1) hour to meet with the County for a pre-surveying conference. Time allocated for this conference is a non-chargeable item.
3. Where possible, proposed dates of work to be performed shall be provided by the Contractor to the County. The Contractor is to notify the County the day before work is to commence; in any case, no later than the morning of the day on which work is to commence.

L. Working Days

Regular working days shall be 7:30 a.m. until 3:30 p.m. seven days per week. This is subject to modification with a written request to the County. Work may be required on Saturdays, Sundays, holidays, or at night. Overtime shall be considered as any labor hours over eight (8) hours per day and as approved by the County.

M. Saturday, Sunday, Holiday, and Night Work

No Saturday, Sunday, holiday, or night (second shift) work requiring a County Inspector shall be performed unless approved by the County after notice is given by the Contractor at least three (3) days in advance. The County's Inspector will be paid for work other than normal County working hours at a rate of one and one-half (1-1/2) times the normal hourly wage and this payment will be back-charged to the Contractor.

6. SERVICES TO BE PROVIDED BY THE COUNTY

A. Liaison and Project Coordination

The Designee of the Director of Public Works or other County departments or divisions, if applicable, will be the liaison and coordinator for all assignments.

The County will provide all instructions and any documents or data regarding the project to the Contractor. However, it is the responsibility of the Contractor to provide all research pertinent to the completion of the project. The County will be the recipient of all submissions. The County will coordinate the activities of all assignments, including assignment description; assignment proposal review and acceptance/ rejection; assignment submission dispersal, review and comment; and invoice review and recommendation.

The County will work closely with the Contractor, especially on emergency assignments when there is little time to conduct formal reviews.

B. Information Supplied by the County

The following materials or information will be provided by the County, if available:

1. Assignment guidelines;
2. Standards and samples of similar type projects;
3. Existing plans, reports, topography, tax map data; and
4. Any current survey plats.

The County will assist the Contractor in obtaining any documents that aid in completing tasks assigned. Any cost incurred as a result of the Contractor not obtaining any documents necessary for the completion of tasks shall be borne by the Contractor.

7. COMPLETION DATE FOR PROJECT ASSIGNMENTS

The completion date for each project assignment will be dependent upon the urgency of the assignment. All assignments that are initiated prior to the Contract expiration date will be continued to completion. The Contractor will receive compensation for all work done to complete the project assignment(s).

8. PROJECT ASSIGNMENT AND COST

For each project assignment during the course of this Contract, the County may select the awarded Contractor(s) determined to be most suitable for the project assignment. The Contractor shall provide a fee proposal based upon the number of hours utilizing the unit price(s) bid by the Contractor.

When the scope of service for a project assignment is well defined, the County may request fee proposals from two (2) or more Contractors. The Contractors shall submit a fee proposal for the project assignment based upon the unit prices bid and the number of hours anticipated to complete the project assignment. The County shall select the fee proposal which is in the best interest of the County.

When the scope of a project assignment is not well defined, the Contractor(s) shall submit a fee proposal with a not to exceed (NTE) limit. Once the scope is better defined, a fixed fee may be agreed upon.

The County reserves the right to negotiate the number of hours with the Contractor(s).

9. RECORDS

The Contractor shall keep accurate records of labor and all expenses to document submitted payment invoices. As necessary, the Contractor shall make these records available to the County for audit purposes at any time during normal business hours and as often as deemed necessary.

10. DISPOSITION OF DOCUMENTS

The Contractor agrees that all data including, but not limited to, original drawings (mylars), field books, reports, record drawings, studies, estimates, maps, photographs, computer files (CADD, Cogo, DTMs, Field Book, and Specifications), computations and other material prepared by and/or for the Contractor under the terms of this Contract, and at any time during the term of the Contract, upon request, shall be the sole property of the County. The Contractor shall, within fourteen (14) days of the County's request, delivery to the County all requested material(s) prepared by the Contractor in connection with tasks. The County shall retain ownership of all original drawings. The Contractor will deliver all final worksheets, drawings, or plats to the County upon completion of each task. The County shall have the right to use same without restrictions or limitations and without compensation to the Surveyor other than that which is provided in the Contract. Unless otherwise required by applicable statute of limitations, the Contractor shall retain all records and documents related to any contract pursuant to this RFP for a period of not less than three (3) years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

11. INVOICING

The Contractor shall submit invoices on a monthly basis. The Contractor shall submit a separate invoice for each assignment. Each invoice shall be submitted with a monthly status report including: status of budgets and schedules, proposed changes to the work to be done, and a descriptive summary of the progress to date. Payment will only be authorized for those phases of work, which have been issued a Notice to Proceed. The Contractor will be issued either a blanket purchase order or a purchase order for each project, and the purchase order number shall be included on Contractor's invoices.

The Contractor will submit an original and two copies of the invoice directly by mail to the issuing department or division shown on the purchase order. Invoices will be reviewed and verified for work accomplished as set forth and when certified as acceptable will be forwarded to the County's Department of Finance & Budget for payment.

In event of dispute or defective work, the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

12. PAYMENT

Payment for services will be made on a monthly basis for completed work that is satisfactorily documented for each assignment. Payment will be denied for work on any project assignment that does not have prior written authorization.

Payment shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

13. ESTIMATION OF AMOUNT OF WORK

- A. The County has not established any amount of hours for these services.
- B. The number of hours included on the Proposal Form is not to be construed as actual estimated hours. They have been established solely for the purpose of comparing the competitive proposals.
- C. The number of hours will depend on each job assignment.
- D. A representative of both the County and the Contractor shall agree on the project proposal hours and time of completion for each survey prior to issuance of a Notice to Proceed for each job assignment under this Contract. If an agreement cannot be reached, the County representative shall make the final determination concerning all hours.

14. INSPECTION OF WORK

The County shall reserve the right to inspect any and/or all Contractor's work. Upon inspection, if proper equipment, manpower, supplies, and/or surveying techniques contrary to current "state of the art" surveying practices are not being used, the County shall give the Contractor a verbal notice to correct. A written formal notice to correct shall be submitted to the Contractor within forty-eight (48) hours. If corrections are not made and it becomes necessary to issue a stop work order, the County shall have the right to terminate the Contract.

15. PROPOSAL SUBMITTALS – RESPONSE TO RFP

- A. Proposals shall be submitted in accordance with page 1 and 2 of this RFP. (ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)
- B. Technical and cost proposals should be prepared simply and economically providing a straightforward, concise description of Contractor's ability to satisfy the requirements of this RFP.

1. Technical Proposal (Qualifications and Experience)

At a minimum, this shall include the following:

- a. A brief transmittal letter, signed by an officer of the authorized to bind the proposer to their proposal.
- b. Statement by the Contractor of their ability both in experience and available manpower to meet the requirements contained herein.
- c. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, Non-Collusion Certificate, Limits of Insurance, and Non-Discrimination in Employment forms included in this RFP, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- d. Full name and address of proposer, and the person authorized to sign the proposal should indicate their title and/or authority to bind the firm in a contract.
- e. Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

- f. The Proposer shall submit the names, job title, and brief description of the work experience of the survey personnel who will perform the work; i.e., party chief, instrument person, rod person, draftsperson, computer operator, etc. More than one name may be submitted for each job title.
- g. The Contractor shall submit resumes for all personnel who will or may be assigned to the Contract (also see 5. SCOPE OF SERVICES) for the job classifications indicated below with an asterisk (*). The resumes shall represent sufficient personnel to be able to work on two (2) individual assignments simultaneously.
- h. Unless otherwise noted, the job classifications listed below must be included in the proposal. However, the Contractor shall include any additional classifications that the Contractor may need during this Contract.

- * Principal Surveyor (Professional Land Surveyor or Property Line Surveyor with Maryland Registration)
- * Survey Crew (Two-Person)
- * Survey Technician (Draftsman/Designer)
- * Draftsperson – if used for plat drafting and plotting topography

If the Contractor wants to use other personnel for the classifications required under this Contract and after the Contract is executed, the Contractor must submit their resumes and wage rates for approval. **Only pre-qualified personnel will be eligible to work on this Contract.**

- i. In addition, the Contractor shall provide the following information with the proposal:
 - a. Subcontractors' resumes, if applicable, as if they were the Contractor's own personnel.
 - b. List of projects similar in nature to those under 5. Scope of Services, which the Contractor has performed for other government agencies.

j. **Submission of Sample Surveys**

The Contractor shall submit examples of work and shall submit only one of each type of document requested below.

- 1. **Boundary Survey** – The Contractor shall submit the following documents for a particular boundary survey. These documents must all pertain to the same project.
 - Deed Mosaic

- Boundary Worksheet prepared for boundary determination
 - Boundary Plat (recorded) prepared as a result of the boundary determination
 - Legal description
2. **Topographic Survey** – The following documents shall be submitted for one particular topographic survey
- Topographic Worksheet
 - Printout of raw field data output (1 or 2 pages only). This is the data that contains the angles (vertical and horizontal), distances, and rod heights as shot in the field. For example, if using a Sokkia SDR-33 data collector, this is an .sdr file and for the TDS collector, an .rw5 file.
3. **Right-of-Way Survey** – The Contractor shall furnish an example of a survey particularly for a right-of-way acquisition by submitting the following documents:
- Right-of-Way Plat, preferably one that is part of a project in which a baseline was created and to which the right-of-way is referenced. A plat prepared for the acquisition of easements is also acceptable.
4. **Record Plat** - The Contractor shall submit a record plat that was ultimately recorded among a particular Maryland County's Land Records.
- k. Prior to the execution of the agreement, the Contractor shall provide the required insurance certificate.
- l. Conclusion, remarks and/or supplemental information pertinent to this request.

2. **Price Proposal**

- a. The Contractor shall fill out the Price Proposal form contained herein using the average wage rates for all of the submitted personnel in each job classification and submit with the proposal.
- b. The Contractor shall provide average wage rates for each type of personnel who is listed in the technical proposal. These wage rates shall be used for each project assignment. These prices shall remain in effect for one year from the date of Notice to Proceed.

- c. The Contractor shall provide unit prices for the job classifications shown on the form.

16. REVIEW BY THE COUNTY

- A. The County will first review the Q&E proposal to determine which Contractors are responsive and responsible. The approval or disapproval of the Q&E proposal will be based upon response to this request as well as past performance with the County and others. No assumptions should be made on the part of the Contractor as to the prior knowledge of a Contractor's abilities.
- B. Upon completion of the Q&E review, the County may schedule interviews for oral presentations with those Contractors deemed responsive and responsible. All costs, including but not limited to travel, incurred in connection with oral presentations or other pre-award discussions shall be borne by the Contractor. The interview will include twenty (20) minutes for Contractor presentations to the County, followed by a question and answer period in which the County may ask the Contractor questions regarding the presentation and/or Q&E submittal.
- C. Upon completion of the Q&E interviews, the County may reconsider those Contractors deemed responsive and responsible. The price proposals of those remaining responsive and responsible will be opened.
- D. If a Proposer has not paid all taxes owed to the County or a municipal corporation in the County, the Board of County Commissioners of Calvert County may reject the Contractor's proposal.
- E. Price proposals will only be opened for those firms scoring a minimum of 63 technical points (70%).

17. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 120 calendar days to provide to the County the services set forth herein.

18. PROPOSAL CONDITIONS

- A. Price proposals that accompany Q&E submittals determined to be unacceptable to the County will be returned unopened to the Contractor.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will be considered nonresponsive and will be returned unopened.
- C. Proposals may not be altered or amended after they are opened.

19. DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications must be noted in detail by the Proposer, in writing, and submitted with the formal proposal. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

20. RESERVATIONS

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

21. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the study is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this study, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Contractor shall identify any actual or potential conflicts of interest that exist or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

22. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Contract and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor. Such changes, alteration or modification to the services provided for in this Contract will be made by written change orders to the purchase order(s) of this Contract.

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

23. PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal and bid pricing each Proposer shall, by virtue of submitting a proposal and bid pricing, guarantee that the Proposer has not been a party with other Proposers to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposal and bid pricing of such Proposers. Any disclosure to or acquisition by a competitive Proposer, in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the proposal.

24. AWARD OR REJECTION OF PROPOSALS

Contract award is anticipated within 120 calendar days after the receipt of proposals. A Contract or Contracts will be awarded to the Contractor(s) whose proposal(s) conforming to this RFP will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.

The Board of County Commissioners of Calvert County shall award the contract to the most responsive and responsible Proposer(s) complying with all provisions of the Request for Proposal provided the proposal and bid price is reasonable and it is in the best interest of Calvert County Government to accept it. Calvert County Government reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all proposals and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a Proposer who investigation shows is not in position to perform the Contract.

In determining the "most responsive, responsible bidder", in addition to considering price and other factors stated herein, the Board of County Commissioners of Calvert County or the official authorized official to contract for Calvert County Government shall consider:

- A. The ability, capacity and skill of the bidder to perform the Contract or provide the services required;
- B. Whether the Proposer can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Proposer
- D. The quality of performance of previous contracts or services;
- E. The previous and current compliance by the Proposer with laws and ordinances relating to the Contract or service;
- F. The sufficiency of the financial resources and ability of the Proposer to perform the Contract or provide the service;
- G. Whether the Proposer is in arrears to Calvert County Government on any debt or contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
- H. Any other information that may have a bearing on the decision to award the Contract.

25. INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of the Board of County Commissioners of Calvert County.

The Contractor shall indemnify, keep and save harmless Calvert County Government, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

26. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of Calvert County Government. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Calvert County Government immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract. Subcontractor(s), if any, must be identified in the Proposal with a complete description of their role relative to the offeror.

27. SUBCONTRACTING

Subcontractor(s), if any, must be identified in the Proposal with a complete description of their role relative to the offeror. No services shall be subcontracted, either in whole or in part, except with the prior written consent of the County.

28. TERMINATION OF CONTRACT

Calvert County Government may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the successful proposer. Calvert County Government shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful Proposer be paid an amount which exceeds the price proposed for the work performed. The successful Proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful Proposer has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a successful Proposer to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The successful Proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any Contract issued. Failure to do so shall be grounds for termination of the Contract.

29. AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected

multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Calvert County Government must terminate a contract, Calvert County Government will attempt to give written notice at least 30 days in advance of the effective date. The Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

30. SERVICE DELIVERY FAILURES

Failures of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by Calvert County Government, or failure to make correct services rendered and materials replaced or installed when so requested, immediately or as directed by Calvert County Government, shall constitute authority for Calvert County Government to purchase in the open market services and materials to correct such deficiencies with services and materials of comparable grade. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time specified by Calvert County Government, for any expense incurred in excess of contract prices.

31. NON-LIABILITY

The Contractor shall not be liable in damages for delay in services when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the Contract.

32. DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County Government shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a bidder, offeror or contractor as a result of the submission of restricted information, the Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with Calvert County Government's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

33. COOPERATIVE PURCHASES

- A. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
- B. All purchase and payment transactions will be made directly between the Contractor and the requesting entity. The Board of County Commissioners of Calvert County assumes no obligation on behalf of any other public entity.

34. COMPLETENESS

All information required by this Request for Proposal must be supplied to constitute a proper proposal and bid. The County shall not be responsible for the premature opening of proposals if not properly addressed or identified.

35. LATE PROPOSALS

Formal proposals or amendments thereto received by Calvert County Government after the date and time specified for proposal submittal will not be considered. Proposals received after the date and time specified for proposal submittal will be returned unopened.

36. NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

37. ARITHMETICAL ERRORS

Any errors in computations will be corrected when the proposals are canvassed.

LIMITS OF INSURANCE

A. The Contractor shall not commence work under this agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.

B. Additional Insured

1. The following shall be Additional Insured's: Calvert County Government, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. Commercial General Liability Insurance

During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Independent Contractor's Coverage;
3. Broad Form General Liability Extensions or equivalent; and
4. Per contract aggregate.

D. Professional Liability

During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

E. Automobile Liability Insurance

During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

F. Workers Compensation

During the life of this agreement the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor must show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

G. Notice of Cancellation

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance must be acceptable to the County. Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **It shall be the Contractor's responsibility to make immediate notification to the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Board of County Commissioners of Calvert County
Attention: Purchasing Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

Contractor's Signature _____

Printed Name of Contractor _____

Insurance Provider _____

Address _____

Provider Phone Number _____

Date of Insurance _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

Whose address is _____ AND

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

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland have any interest in the bidding company except as follows:
(complete if applicable)

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

Authorized Signature

Date

Printed or Typed Name

HOLD HARMLESS AGREEMENT

The Contractor, _____, hereby agrees to indemnify and hold harmless and defend the County, its officials, agents, servants and employees from the payment of any sum or sums of money to any person whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the Contractor, his employees, agents or Sub-Contractors or in any way attributable to the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damage to property, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

It is the intention of this paragraph to hold the Contractor, responsible for the payment of any and all claims, suits or liens, or any nature and character, in any way attributable to or asserted against the County and/or its officials, agents, servants, or employees as a result of the performance of this contract or asserted against both the County and the Contractor.

In addition to holding the County of Calvert harmless, the Contractor will provide the defense for the County of Calvert, its officials, agents, servants, and/or employees, and will pay the costs of that defense, subject to the approval of the County. If the claim or action or suit brought charges the joining negligence of the County and the Contractor or that the County is liable because of the action of the Contractor for a failure to oversee and/or supervise the Contractor, the Contractor will hold the County, its officials, agents, servants and/or employees harmless and undertake to provide the County, its officials, agents, servants and/or employees a defense.

CONTRACTOR:

Signature

Title

Date

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the firm

 Title
 of _____

 Name of Corporation

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

SIGNATURE

DATE _____

AGREEMENT

This Agreement made this ____ day of _____ in the year____, by and between

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.

WHEREAS, the contract for _____

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS
PRICE PROPOSAL
ADDENDUM CERTIFICATION
QUALIFICATION STATEMENT
REQUIRED Q&E/TECHNICAL PROPOSAL
NON-DISCRIMINATION IN EMPLOYMENT
SPECIFICATIONS
LIMITS OF INSURANCE
HOLD HARMLESS AGREEMENT
NON-COLLUSION CERTIFICATE
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents 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 contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said _____

_____ and the Board of County Commissioners of Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT
REPRESENTATIVE _____ (SEAL)
SIGNATURE TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____
BY:

COUNTY ATTORNEY