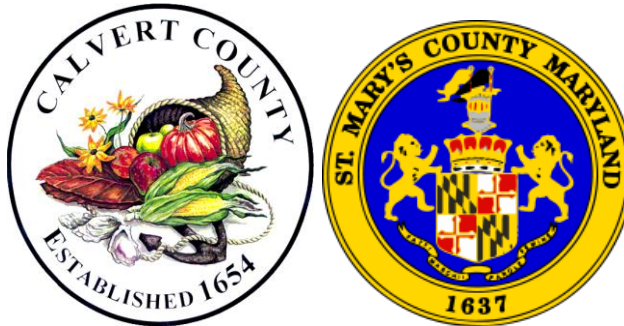


REQUEST FOR PROPOSAL

**BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY
PRINCE FREDERICK, MARYLAND 20678**

ON BEHALF OF

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION (C-SMMPO)



**RFP 2019-101
ST. ANDREW'S CHURCH ROAD IMPROVEMENT STUDY**

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE: _____ by _____ (Local Prevailing Time)

PRE-PROPOSAL MEETING: None

WRITTEN QUESTIONS ARE DUE ON OR BEFORE _____ BY _____ (LOCAL PREVAILING TIME). QUESTIONS SHALL BE SUBMITTED TO THE CALVERT COUNTY GOVERNMENT PROCUREMENT OFFICE AT Charlotte.DeStephano@calvertcountymd.gov.



REQUEST FOR PROPOSAL

Proposals shall be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert-St. Mary's Metropolitan Planning Organization (C-SMMPO) reserve the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED TECHNICAL PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____





REQUEST FOR PROPOSAL

Proposals shall be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert-St. Mary's Metropolitan Planning Organization (C-SMMPO) reserves the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED PRICE PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____



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NOTICE TO CONSULTANTS

Sealed proposals are due on or before _____ by _____ (Local Prevailing Time) for acknowledgement of receipt only for:

RFP 2019-101
ST. ANDREW'S CHURCH ROAD IMPROVEMENT STUDY

A pre-proposal meeting shall not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in **two (2) SEALED ENVELOPES**: one envelope shall contain one (1) original and two (2) copies of the Consultant's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original of the Consultant's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Consultant 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. The Board of County Commissioners of Calvert County, Maryland on behalf of the CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION (hereinafter, "C-SMMPO") (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Consultant's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) may be shipped UPS, FedEx, or hand delivered. Proposals shall be submitted so they will be received in the office designated below no later than the exact time set for receipt of proposals:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery. Where proposals are sent by mail to Calvert County Government's Procurement Office, the Consultant shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted. NOTE: The United States Postal Service does not deliver to the above address.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in the RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal governmental processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed, and shall remain in a locked box or a safe. If a RFP is cancelled, proposals shall be returned to the Consultants. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to the appropriate members of the C-SMMPO. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Consultants shall be responsible for obtaining all documentation, including but not limited to any addenda issued, by going to eMaryland Marketplace at <https://emaryland.buyspeed.com/bs/> prior to submitting their bid.

Changes to the RFP shall only be made in writing. C-SMMPO assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 120 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

C-SMMPO is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Consultant on all materials to be utilized during the project. The Consultant shall be prohibited from using tax exempt numbers for any purchases.

Consultants are warned against unbalancing their proposals as this shall render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of C-SMMPO may require.

If the Consultant to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Consultant, and such Consultant shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or C-SMMPO may reject all proposals as their interests may require.

Consultants shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Calvert County Government Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Consultants. The Calvert County Government Procurement Office shall be the sole point of contact for this solicitation on behalf of the C-SMMPO unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Calvert County Government Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov or Fax 410-414-3672. Unauthorized contact with other Calvert County Government, St. Mary's County Government staff, or C-SMMPO members regarding this RFP may result in the disqualification of the Consultant. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. ***Written questions shall be due on or before by (Local Prevailing Time).*** It shall be the responsibility of all Consultants to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Consultants during formation of proposals. The submission of a proposal shall indicate the Consultant thoroughly understands all the terms and conditions of all Contract Documents.

The submission of a proposal on this work and service shall be considered as a representation that the Consultant has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Consultant is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and materials to be furnished; also, that the Consultant is familiar with all Federal, State and County laws, all codes and ordinances which affect the prosecution of the work and persons engaged or employed in the work.

Consultant's shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- a. Price Proposal
- b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
 - Consultant's Technical Proposal

- Non-Collusion Certificate
- Anti-Bribery Affirmation Affidavit of Qualification to Respond
- Addenda Issued
- Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website on behalf of the C-SMPPO.

**RFP 2019-101
ST. ANDREW'S CHURCH ROAD IMPROVEMENT STUDY**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY ON BEHALF OF THE CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide consulting services for the ST. ANDREW'S CHURCH ROAD IMPROVEMENT STUDY as specified in this Request for Proposal to the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

TOTAL LUMP SUM BID	\$
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In accordance with specification section, the Consultant shall also provide a comprehensive budget and detailed description of all line items to substantiate the lump sum bid with their price proposal.

No additional compensation shall be provided for expenses incurred by the Consultant in performing duties for this service under this Contract.

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

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 Consultant does hereby attest that they have fully read the Request for Proposal and understands it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

By signing and submitting a bid, you acknowledge and agree you have read and understand the Request for Proposal documents and agree to the Contract Terms and Conditions as contained herein.

CONSULTANT'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The bidder’s signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or consultant.

CONSULTANT’S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONSULTANT shall mean a firm that responds to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND on behalf of CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION shall mean the officials of the Calvert-St. Mary's Metropolitan Planning Organization and noted hereinafter as C-SMMPO (or the officially authorized officials).

CALVERT COUNTY shall mean Calvert County, Maryland.

ST. MARY'S COUNTY shall mean St. Mary's, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, responsibilities, and work under the Contract, and are legally binding on the parties (C-SMMPO and the Consultant). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICERS shall mean the Calvert County Government Procurement Officer or their designated representative on behalf of the C-SMMPO entrusted with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Calvert County Government's Department of Planning & Zoning and the Director, St. Mary's County Government's Department of Land Use & Growth Management and shall mean the principals or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGERS shall mean those persons whom the Directors have designated to supervise performance of this Contract on behalf of C-SMMPO within the scope of duties entrusted under such delegation of authority.

Whenever the Contact Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Managers are intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Managers, unless

otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGERS. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Managers. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Consultant to the Project Managers with a Request for Information. The Project Managers shall respond to the Consultant in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Managers shall notify the Consultant in writing as to when a decision will be provided.

Work done by the Consultant after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Managers shall be done at the Consultant's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Consultants, lowest precedence):

- Change Orders
- Addenda
- Federal, State, County, and/or C-SMMPO Requirements
- General Conditions of Bid and Contract
- Specifications
- Proposal
- Contract
- Notice to Consultants

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts, and submitted in sealed envelope as required under Instruction to Consultants. **No modifications, including but not limited to headers and footers, shall be made to any form contained herein.**

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply may be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Consultant's primary proposal is the most responsive responsible

proposal.

BRAND NAME OR EQUAL ITEMS (SECTION DELETED)

FORMAL SOLICITATION (SECTION DELETED)

NEW GOODS, FRESH STOCK (SECTION DELETED)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Consultant, in writing, and submitted with the formal technical proposal. C-SMMPO reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

C-SMMPO 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, each Consultant shall, by virtue of submitting a proposal, guarantee that the Consultant has not been a party with other Consultants to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Consultants. Any disclosure to or acquisition by a competitive Consultant, in advance of the receipt 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 RFP.

AWARD OR REJECTION OF BIDS

The Board of County Commissioners of Calvert County, Maryland on behalf of the C-SMMPO shall award the Contract to the most responsible bidder, subject to its right to reject any or all bids, C-SMMPO reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of C-SMMPO. C-SMMPO reserves the right to reject all bids 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 C-SMMPO to do so. C-SMMPO also reserves the right to reject the bid of a Consultant who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Consultant who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder", in addition to considering price, C-SMMPO shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the

services required;

2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to C-SMMPO on any debt or Contract, is in default on any surety to C-SMMPO, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Consultant an agent of C-SMMPO. The Consultant shall indemnify, keep, and save harmless C-SMMPO, 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 C-SMMPO 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 Consultant or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Consultant 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 judgement shall be rendered against C-SMMPO in any such action, the Consultant shall at his own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend C-SMMPO as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant 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 Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Consultant shall, in good faith, cooperate with C-SMMPO in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
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 Consultant shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Consultant shall not commence work under this Contract 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. Self-insured Consultants shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland on behalf of the Calvert-St. Mary's Metropolitan Planning Organization shall be named as certificate holder and as additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
on Behalf of the Calvert-St. Mary's Metropolitan Planning
Organization
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
 - b. The certificate shall also indicate the contract name and number.
 - c. The additional insureds shall be as pertains to both general liability and automobile insurance.
2. Commercial General Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain

Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Professional Liability

During the life of this Contact, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

4. Automobile Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain Automobile Liability Insurance, including 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 vehicles to be used during the course of the Contract on behalf of the Consultant in the performance of this Contract.

5. Workers Compensation

During the life of this Contract, the Consultant 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 Consultant 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 Consultant shall show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

6. 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 C-SMMPO. Insurance companies providing insurance shall be acceptable to C-SMMPO. Consultant agrees to provide C-SMMPO a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Consultant 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, Consultant agrees to notify C-SMMPO 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 Consultant's responsibility to make immediate notification to C-SMMPO if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of the C-SMMPO.

If the Consultant desires to assign their right to payment of the Contract, the Consultant shall immediately notify the C-SMMPO, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Consultant from their obligations, or change the terms of the Contract.

SUBCONTRACTING

Subcontractor(s), if any, shall be identified in the Consultant's technical 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 C-SMMPO.

TERMINATION OF CONTRACT

The C-SMMPO may terminate a Contract, in whole or in part, whenever the C-SMMPO determine that such termination is in the best interest of the C-SMMPO, without showing cause, upon giving written notice to the Consultant. The C-SMMPO shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid an amount which exceeds the price proposed for the work performed. The Consultant shall 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 Consultant has not performed or has unsatisfactorily performed the Contract, the C-SMMPO may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the C-SMMPO. Failure on the part of a Consultant to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Consultant shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the C-SMMPO in completing the Consultant's obligations under the Contract.

AVAILABILITY OF FUNDS (SECTION DELETED)

SERVICE DELIVERY FAILURES

Failures of a Consultant to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by C-SMMPO shall constitute authority for C-SMMPO to procure the services required under this Contract in the open market.

On all such purchases, the Consultant shall reimburse C-SMMPO, within a reasonable time

as specified C-SMMPO, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

The Consultant shall not be liable in damages for delay in shipment or failure to deliver 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 C-SMMPO' opinion, is unforeseeable and beyond the control of the Consultant. Under such circumstances, however, the Procurement Office may at its discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Consultant shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Managers shall notify the Consultant of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Consultant to remedy the same within said period, the Project Managers shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Consultant to be deducted from any monies due the defaulting Consultant or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, C-SMMPO shall have the right at its option to terminate the Contract under any one or more of the following:
 - 1) If the Consultant becomes insolvent.
 - 2) If the Consultant makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from C-SMMPO.
 - 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Consultant.
 - 4) In the event the Consultant fails to commence work in accordance with the specifications of this RFP.
 - 5) In the event the Consultant shall abandon the work or any portion of the work to be performed under this contract before completion.
 - 6) If the Consultant shall fail to fully, properly, and in a good and workman-

- like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Consultant shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
 - 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Consultant's property, financial affairs, or business.
 - 9) If C-SMMPO shall be of the opinion that the Consultant is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of C-SMMPO, and all such materials shall be surrendered to C-SMMPO upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Consultant's obligations under the resulting Contract without the prior written consent of C-SMMPO. Documents and materials developed by the Consultant under the resulting contract shall be the property of C-SMMPO; however, the Consultant may retain file copies, which cannot be used without prior written consent of C-SMMPO. C-SMMPO agree that the Consultant shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Consultant is not the company of record.

PAYMENT(S)

Payment(s) 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 properly completed invoice. C-SMMPO reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

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, C-SMMPO 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 Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR

CONSULTANT TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, C-SMMPO disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or consultant as a result of the submission of restricted information, C-SMMPO shall have the right to duplicate, use or disclose the data to the extent consistent with C-SMMPO' needs in the procurement process.

A bidder, offeror, or consultant agrees to indemnify, protect and save harmless C-SMMPO, their 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.

INCURRING COSTS

C-SMMPO shall not be liable for any costs incurred by the Consultant prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. C-SMMPO shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant 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 Consultant may be subject.

COOPERATIVE PURCHASES

1. 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 or services.
2. All purchase and payment transactions shall be made directly between the Consultant and the requesting entity. C-SMMPO assume no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

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

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, C-SMMPO and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of C-SMMPO and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

C-SMMPO's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by C-SMMPO for the performance of this Contract. C-SMMPO's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of C-SMMPO to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of C-SMMPO in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland or St. Mary's, Maryland.

PUBLICITY

Except without the prior written approval of C-SMMPO, the Consultant shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

As required by 49 CFR 26.13, the C-SMMPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The C-SMMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The C-SMMPO DBE program, as required by 49 CFR 26, is incorporated by reference in the Annual Planning Grant Agreement between the C-SMMPO and MDOT. An annual report of DBE awards or commitments and payments (Federal Dollars Only) is submitted to MDOT yearly by the C-SMMPO.

This project has no requirement to employ firms that are Disadvantaged Business Enterprises (DBE); however, DBE participation is strongly encouraged by C-SMMPO.

RFP 2019-101
ST. ANDREW'S CHURCH ROAD IMPROVEMENT STUDY
SPECIFICATIONS

1. BACKGROUND AND PURPOSE

The C-SMMPO is requesting technical and price proposals from qualified public and private Consultants to develop a prioritized phasing of transportation improvements for St. Andrew's Church Road between FDR Boulevard and MD 5.

The C-SMMPO shall seek professional consulting services to assist with this task to include analyzing existing and future transportation conditions for all modes of transportation within the study area and developing and prioritizing transportation improvements. Roadway improvements shall be analyzed using traffic modeling software to determine level of service based on current and future traffic volumes. A performance measures-based scoring system shall be developed for pedestrian, bicycle, and transit improvements that shall allow the proposed improvements to be analyzed in comparison to the existing conditions.

Previous work:

- A study to upgrade MD 4 between MD 2 and MD 235 is currently on the State Highway Administration Primary Development and Evaluation Program.
- Work on MD 4 between MD 235 and FDR Boulevard is underway as part of the St. Mary's Marketplace development.

This RFP was developed in response to requirements and funding provided by the State of Maryland Department of Transportation for the Calvert-St. Mary's Metropolitan Planning Organization.

2. SCOPE OF SERVICE

- A. The C-SMMPO is seeking professional consulting services to undertake transportation improvement study and shall provide a final report of existing and future transportation conditions for all modes of transportation within the study area, and developing and prioritizing transportation improvements.
- B. The Consultant shall:
 - 1) Undertake a multiphase process entailing stakeholder meetings and workshops, research, and design and planning.

- 2) Undertake the collection of data provided by public sources, St. Mary's County Government, and relevant background information.
- 3) Conduct a review of past studies and planned projects as they relate to the study area during collection of data. Utilizing FDR Blvd and Chancellor Run road as references.
- 4) Provide GIS mapping files and database of existing transportation network and proposed improvements.
- 5) Provide concept plans illustrating each of the transportation improvements. The illustrations shall include Complete Street concepts for proposed new streets to include storm water management and considerations of Complete Streets elements such as traffic calming treatments, sidewalks, bike lanes, landscaping, access management, lighting, and street furniture.
- 6) Determine issues/recommendations of storm water management needed for project.
- 7) Provide cost estimates for transportation improvements recommended in the study area.
- 8) Provide Traffic Modeling analysis results and prioritization matrix of scenarios based on implementing incremental phased transportation improvements and scoring matrix of pedestrian, bicycle and transit modes of transportation.
- 9) Facilitate multiple onsite workshops to assess study area with C-SMMPO staff and key stakeholders, identify important planning issues, and outline clear project goals. Then later, host on-site working sessions to review plan options, solicit feedback, and determine the preferred design direction. To include analyzing existing and future transportation conditions for all modes of transportation within the study area and developing and prioritizing transportation improvements.
- 10) Prepare for one (1) public meeting at the start of the project to receive community feedback including but not limited to using comment cards, sign in sheets, PowerPoint presentation, etc. C-SMMPO staff shall advertise and secure location for the public meeting space.

- 11) Develop materials such as PowerPoint summaries with relevant case studies, potential program elements, site analysis drawings, draft concept plan alternatives, 2D diagrams, massing views, development capacity/program, precedent images, the proposed development program, rendered views, and the final concept master plan document.
- 12) Prepare in the final master plan document the final illustrative master plan with narrative document of findings from the public meeting and from the onsite workshops with C-SMMPO staff and key stakeholders.
- 13) Provide three (3) color, bound copies of the final illustrative master plan document (8.5 x 11.5 with 11 x 17 fold out exhibits, illustrations and master plan drawing).
- 14) Provide the files for the plan in electronic format in both native and .pdf versions for future printing.
- 15) Present the final master plan illustrative and narrative document and recommendations as a PowerPoint presentation to the St. Mary's County Government. This meeting shall be scheduled by St. Mary's County staff with the C-SMMPO for the St. Mary's County Commissioner's on a regular scheduled meeting date with C-SMMPO staff and St. Mary County government departments in attendance. This presentation shall be open to the public.

C. Milestones

- 1) Phase 1: Evaluate opportunities and perform site analysis shall be completed in 8 weeks.
- 2) Phase 2: Explore shall be completed in 8 weeks.
- 3) Phase 3: Revise and finalize plan shall be completed in 8 weeks.

D. Meetings and Deliverables

- 1) Phase 1
 - a. Attend on-site meeting with C-SMMPO representatives.
 - b. Meet with project stakeholders, visit site, and assess surrounding context.
 - c. Prepare for one (1) public meeting at the start of the project to receive community feedback including but not limited to

using comment cards, sign in sheets, PowerPoint presentation, etc. C-SMMPO staff shall advertise and secure location for the public meeting space.

Phase 1 deliverable shall be the collection of data provided by public sources, St. Mary's County Government, and relevant background information.

2) Phase 2

- Completed public meeting with input, draft of final report to include:
 1. Concept plans illustrating each of the transportation improvements. The illustrations shall include Complete Street concepts for proposed new streets that include storm water management and considerations of Complete Streets elements such as traffic calming treatments, sidewalks, bike lanes, landscaping, access management, lighting, and street furniture; and
 2. Traffic Modeling analysis results and prioritization matrix of scenarios based on implementing incremental phased transportation improvements and scoring matrix of pedestrian, bicycle, and transit modes of transportation.

Phase 2 deliverable shall be 90% of a drafted final report detailing all findings to be organized in the categories as outlined in Scope of Services.

3) Phase 3

- The Consultant shall provide the C-SMMPO with two (2) final reports detailing all findings to be organized in the categories as outlined in Scope of Services. The deliverables for this task shall include a final recommended concept master plan (2 hard copies color hard copies) including diagrams, proposed development program, and renderings of perspective views.
 - Final report to be completed for final C-SMMPO review:
 - GIS mapping files and database of existing transportation network and proposed improvements;
 - Concept plans illustrating each of the transportation improvements. The illustrations shall include Complete Street concepts for

proposed new streets including storm water management and considerations of Complete Streets elements such as traffic calming treatments, sidewalks, bike lanes, landscaping, access management, lighting, and street furniture;

- Storm water needs;
 - Cost estimates for transportation improvements recommended in the study area;
 - Traffic Modeling analysis results and prioritization matrix of scenarios based on implementing incremental phased transportation improvements and scoring matrix of pedestrian, bicycle, and transit modes of transportation.
- Consultant shall provide the files of the final documents in PDF electronic format, GIS maps and layers of the locations, where applicable, to the C-SMMPO for future printing. Included in the final document, the Consultant shall prepare the final illustrative master plan with narrative document. Provide the files for the plan in electronic format (both native and .pdf versions) for future printing.
 - The Consultant shall present the final master plan illustrative and narrative document and recommendations as a PowerPoint presentation to the St. Mary's County Government. This meeting shall be scheduled by St. Mary's County staff with the C-SMMPO for the St. Mary's County Commissioner's on a regular scheduled meeting date with C-SMMPO staff and St. Mary County government departments in attendance. This presentation shall be open to the public.

E. Data Reporting

At regular intervals, as agreed upon in the approved project timeline, the Consultant shall update the C-SMMPO representative on its findings. The Consultant shall provide verbal and written updates to the C-SMMPO representative as requested.

After issuance of notice to proceed or as otherwise directed by the C-SMMPO representative, phasing milestones shall be completed as follows;

- Phase 1. Within eight (8) weeks/two (2) months
- Phase 2. Within sixteen (16) weeks/four (4) months

- Phase 3. Within twenty-four (24) weeks/six (6) months.

F. Final Report

The Consultant shall provide the C-SMMPO with a report detailing all findings to be organized in the categories as outlined in Scope of Services.

- 1) The deliverables for this task shall include a final recommended report of existing and future transportation conditions for all modes of transportation within the study area, and developing and prioritizing transportation improvements. GIS mapping files and database of existing transportation network and proposed improvements, and cost estimates for transportation improvements recommended in the study area.
- 2) The Consultant shall present the final master plan illustrative and narrative document and recommendations as a PowerPoint presentation to the St. Mary's County Government. This meeting shall be scheduled by St. Mary's County staff with the C-SMMPO for the St. Mary's County Commissioner's on a regular scheduled meeting date with C-SMMPO staff and St. Mary County government departments in attendance. This presentation shall be open to the public.

3. TERM

The final product shall be complete within six (6) months of notice to proceed or as otherwise directed by the C-SMMPO representative.

The C-SMMPO reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the Contract between C-SMMPO and the Consultant.

4. MINIMUM QUALIFICATIONS

To be considered for award of this Contract, the Consultant shall be able to meet the following minimum requirements:

- A. Consultant shall have experience in transportation assessment and an understanding of current regulations. The Consultant shall be familiar with transportation mobility planning and have a minimum of five (5) years' experience in identifying and developing mobility plans with transportation planning experience as specified within the past five (5) years.

- B. Have staff sufficient in number meeting the minimum requirements as set forth in this RFP.
- C. Have three (3) references for similar size clients. References shall be complete with name, project, name and telephone number of the contact person, and dates of service.
- D. Meet all insurance requirements in regards to Workers' Compensation, Commercial General Liability, Automobile, and Professional Liability as set forth in this RFP.

5. PURCHASE ORDER/PAYMENT TERMS

The Consultant shall be issued a Notice to Proceed and purchase order for work to be performed. Payment shall be made after satisfactory performance of work required under the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Satisfactory completion includes, but may not be limited to final approval by the Project Managers or duly authorized representatives. The C-SMMPO reserves the right to withhold any or all payments or portions thereof for the Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

Partial payments may be made after milestones are completed for forty percent (40%), sixty percent (60%), ninety percent (90%) completion, and one hundred percent (100%) completion.

A. Forty Percent (40%) Milestone

At thirty (30) calendar days from the Notice to Proceed, A. 1) through A. 3) under scope of service for the St. Andrew's Church Road Improvement Study including kick off meeting and one public meeting shall be completed and a draft document of findings shall be submitted to C-SMMPO for review and comment. C-SMMPO has fourteen-(14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period.

If accepted by the C-SMMPO, the Consultant may submit an invoice for forty percent (40%), of the total contract amount to C-SMMPO for review and approval.

B. Sixty Percent (60%) Milestone

At sixty-(60) calendar days from the Notice to Proceed, A. 1) through A. 9) shall be completed and a draft document of findings for A. 1) through A. 9) shall be submitted to C-SMMPO for review and comment. C-SMMPO has fourteen-(14) calendar days from official submittal from Consultant to

C-SMMPO for review and comment period.

If accepted by the C-SMMPO, the Consultant may submit an invoice for sixty percent (60%) of the total contract amount to C-SMMPO for review and approval.

C. Ninety Percent (90%) Milestone

By one hundred twenty (120) calendar days, the Consultant shall have fully completed items A. 1) through A. 11) under scope of service and shall submit a final draft document for C-SMMPO review and ready for presentation to the County Commissioners of St. Mary's County. C-SMMPO shall have twenty-one (21) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety (90%) milestone the C-SMMPO review period. The Consultant shall respond with corrections/additions/deletions within fourteen (14) calendar days.

There may be up to a total of three (3) rounds at the ninety percent (90%) milestone for C-SMMPO and Consultant review for the final report.

1) First Submittal of the 90% Final Report

C-SMMPO shall have twenty-one (21) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety percent (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions. Final presentation to the County Commissioners of St. Mary's County to present a final draft plan at this stage.

2) Second Submittal (If Requested) of the Ninety Percent (90%) Final Report

C-SMMPO shall have fourteen (14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions.

3) Third Submittal (If Requested) of the Ninety Percent (90%) Final

Report

C-SMMPO shall have fourteen (14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety percent (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions.

If the ninety (90%) milestone is achieved and accepted by the C-SMMPO, the Consultant may submit an invoice for thirty percent (30%) of the total remainder of the contract amount to C-SMMPO for review and approval.

D. One Hundred Percent (100%) Milestone

By one hundred eighty (180) calendar days (six [6] months), the final report of the A. 1) through A. 11) scope of services which adds comments from the presentation of the County Commissioners of St. Mary's County. The final document shall be submitted to the C-SMMPO for final payment and deliverables as outlined above in Scope of Services, Final Report.

After final presentation to the County Commissioners of St. Mary's County, if any changes need to be done and/or comments to be added from the presentation, these shall be included in the final 100% submittal.

The Consultant shall submit a final invoice for services.

All invoices submitted shall be sent to:

Ms. Mary Layman
Grants Coordinator
Calvert County Government
175 Main Street
Prince Frederick, Maryland 20678

Each invoice shall include the following information:

- Purchase Order Number;
- Contract Number;
- Description of work performed;
- Dates work performed;
- Contract price;
- Payment terms; and
- Remit to address.

Payment to the Contractor shall be made within thirty-(30) calendar days of the approval of satisfactory completion of work. The Contractor agrees to pay each

subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the Contractor receives from the Council. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the C-SMMPO. This clause applies to both DBE and non-DBE sub-contracts. The Contractor shall provide the C-SMMPO with documentation of all payments to sub-contractors within ten (10) calendar days of such payments.

“Satisfactory completion” includes final approval by the Project Manager.

Services **shall not begin** until receipt of the fully executed contract and purchase order or other notification by C-SMMPO or the Project Manager to proceed.

6. RECORDS

Any reports, studies, records, or other documents prepared in the performance of this Contract shall be the exclusive property of C-SMMPO and all such materials shall be remitted to C-SMMPO upon completion, termination, or cancellation of this Contract.

7. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained and available for C-SMMPO to review or copy, at the Consultant's expense, for a minimum of three (3) years.

In addition, the Consultant shall respond to the reasonable inquiries of successor Consultants, and allow successor Consultants to review working papers relating to matters of continuing significance.

8. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to satisfy the requirements of this RFP. Technical proposals shall be limited in length to twenty (20) pages with printing on both sides permitted or forty (40) single sided pages. Promotional brochures containing general company information are not requested and shall not be included. Required forms and cover letter shall not be considered part of the twenty (20)-page limit. The Consultant shall not be penalized if the technical submittal is over the twenty-(20) double-sided or forty- (40) single sided page limit; however, C-SMMPO is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Consultant seeking to undertake the services for C-SMMPO in conformity with the

requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Consultant and staff to be assigned to this Contract. No assumptions shall be made on the part of the Consultant as to the prior knowledge of a Consultant's abilities.

It shall also specify an approach that shall meet the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

Proposals shall concentrate on evidence of the Consultant's capacity and ability to plan, gather, input, and analyze data, complete written reports, and finish projects in a timely manner and be fiscally responsible.

2) Each proposal shall contain the following information and shall be divided by index tabs clearly marking each section:

(a) Transmittal Letter/Abstract
(Not include in page total)

A brief transmittal letter/abstract, signed by an officer authorized to bind the Consultant to their proposal, which shall provide a summary overview of the Consultant's total proposal. This shall not exceed one (1) page.

(b) Name and Signature Requirements of Bids and Contracts Form
(Not included in page total.)

All items shall be completed for the proposal to be considered.

(c) Table of Contents

(Not included in page total.)

(d) Plan of Work

An outline of the proposed methodology justifying and describing how and when (timeline) the Consultant shall carry out the necessary requirements outlined in this RFP including provisions for work. Consultant shall include experience in gathering, inputting, and reporting the type of data required. The timeline submitted shall be based on 40, 60, 90, and 100 percent submittals.

(e) Deliverables

Detailed account of Consultant's plan for preparing the Final Master Plan and Report Document presenting findings as delineated in this RFP. Include format which deliverables shall be presented.

(f) Management Summary.

Statement of Consultant's experience in assessing and reporting on the services required.

(g) Projects

Contact information, including name of organization, contact, phone, address, and email of at least three (3) organizations/ agencies for whom the type of transportation and mobility master planning required in this RFP were completed. Indicate the scope of work, date, and contract partners.

(h) Personnel Expertise and Experience

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

(1) Specify the number of full-time employees.

(2) Identify the personnel who shall handle services for C-SMMPO in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of the technical personnel who will perform the work. More than one name may be submitted for each job title.

- (3) Submit biographies or resumes for all personnel who will be or may be assigned to the Contract too include key firm management and personnel who shall be directly involved with C-SMMPO staff.
 - (4) If the Consultant wants to use other personnel for the classifications required under this Contract and after the Contract is executed, the Consultant shall submit their resumes for approval. **Only pre-qualified personnel shall be eligible to work on this Contract.**
- (i) Subcontractors
If applicable, provide subcontractor's resumes and expertise as if they were the Consultant's own personnel.
 - (j) Collaboration.
Evidence of Consultant's experience in collaborating with similar agencies on a county, jurisdiction, or state level.
- 3) Each proposal shall contain the following items and placed in the Consultant's appendix and shall not be considered part of the page total.
- (a) Independence
The Consultant shall provide an affirmative statement that it is independent of C-SMMPO as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Consultant shall also provide an affirmative statement that it is independent of all of the component units of C-SMMPO and their departments as defined by those same standards.

The Consultant shall also list and describe their professional relationships involving C-SMMPO, their Departments, or any of their agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Consultant shall give the C-SMMPO written notice of any professional relationships entered into during the period of this Contract.

- (b) If the Consultant is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Consultant shall be noted.
- (c) Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- (d) Additional Information. This section, which is optional, shall include any additional information the Consultant deems relevant to this procurement as well as any information that meets the satisfaction of the RFP objectives.
- (e) If a corporation, certification that the Consultant is in good standing with the Maryland State Department of Assessments and Taxation and that corporate charter has not been revoked or forfeited.
- (f) Identification of Anticipated Potential Problems
The proposal should identify and describe any potential problems, the Consultant's approach to resolving problems, and any special assistance that will be requested from C-SMMPO.

Consultants shall give specific attention to the identification of those portions of their proposals they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the C-SMMPO under Md. Ann. Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

- 1) The Consultant shall fill out the Price Proposal form contained herein.

- 2) The Consultant shall also provide a comprehensive budget and detailed description to substantiate the lump sum bid.
- 3) No additional allowances shall be provided for expenses incurred by the Consultant in performing the duties under this Contract. Pricing shall include all costs including but not limited to labor, overhead, materials, contracted special services, travel, mileage, and vehicle fuel.
- 4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth 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 the C-SMMPO the services as set forth herein.

D. PROPOSAL CONDITIONS

- 1) Price proposals that accompany technical submittals shall be determined to be unacceptable to the C-SMMPO and shall be returned to the Consultant.
- 2) Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- 3) Proposals may not be altered or amended by the Consultant after they are opened.

9. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee composed members of the C-SMMPO. No member of the evaluation committee shall be from an agency or organization submitting a proposal. Membership on this committee is subject to change.

During the evaluation process, the Evaluation Committee and C-SMMPO reserve the right, where it may serve C-SMMPO' best interest, to request additional information or clarifications from Consultants. At the discretion of C-SMMPO or the Evaluation Committee, Consultants submitting

proposals may be requested to make oral presentations as part of the evaluation process.

B. EVALUATION CRITERIA

Proposals shall be evaluated using four sets of criteria. Consultants meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which shall be considered during the evaluation process.

1) Mandatory Elements

- (a) The Consultant is in good standing with the State of Maryland, or has the ability to establish itself as such before any award.
- (b) The Consultant has no conflict of interest with regard to any other work performed by the Consultant for either County.
- (c) The Consultant adhered to the instructions in this RFP on preparing and submitting their proposal.
- (d) The Consultant has a record of high quality work.

2) Technical Qualifications

- (a) Expertise and Experience:
 - (1) The Consultant's past experience and performance on comparable contracts.
 - (2) The quality of the Consultant's professional personnel to be assigned to the Contract and the quality of the Consultant's management support personnel to be available. Resumes are acceptable.
- (b) Approach:
 - (1) Adequacy of proposed staffing plan for the Contract.

3) Price

- (a) The price submitted on the Price Proposal form is an integral part of the RFP and shall be considered during the selection process.

4. Interviews (if conducted)

C. INTERVIEWS

During the evaluation process, the Evaluation Committee may, at its discretion, request and conduct interviews if deemed necessary. Such presentations shall provide those companies with an opportunity to answer any questions the Evaluation Committee may have on the Consultant's proposal. This request does not commit C-SMMPO to award a Contract.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between C-SMMPO and the Consultant selected. C-SMMPO reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of C-SMMPO. C-SMMPO reserves the right to not hold discussion after award of the Contract.

If a Consultant has not paid all taxes owed to Calvert County Government, St. Mary's County Government, or a municipal corporation in either County, or the State of Maryland, or is not in compliance with filing requirements of the IRS, C-SMMPO may reject the Consultant's proposal.

C-SMMPO reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

The Board of County Commissioners of Calvert County, Maryland and the C_SMMPO shall award the contract to the Consultant best satisfying the needs of C-SMMPO, unless all proposals are rejected.

10. RESERVATIONS

C-SMMPO reserves the right to request clarification of information submitted or to request additional information about any Consultant as it may reasonably require and may require interviews.

11. WAIVERS

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

12. AVAILABILITY OF DATA

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

13. DATA RELEASE

The Consultant shall not release client information or any reports or other material pertaining to it without the prior express written consent of C-SMMPO except to comply with appropriate state and federal requirements; and in such instances shall consult with C-SMMPO prior to so doing.

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the company of _____

Whose address is _____ AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company 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 C-SMMPO administrative or supervisory personnel or other members of the of C-SMMPO 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

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the company
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 company for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above company, 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 company, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to the C-SMMPO 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, the C-SMMPO 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 Consultant, and the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization.

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 CONSULTANTS
- PRICE PROPOSAL
- GENERAL TERMS AND CONDITIONS
- SPECIFICATIONS
- NON-COLLUSION CERTIFICATE
- ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
- REQUIRED Q&E/TECHNICAL PROPOSAL
- AGREEMENT

AND WHEREAS, the Contract has recently been awarded to the Consultant by the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization 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 Consultant, the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization, and the Calvert-St. Mary's Metropolitan Planning Organization evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Consultant does hereby covenant and agree with the Board of County Commissioners of Calvert County on behalf of the Calvert- St.Mary's Metropolitan Organization and the Calvert-St. Mary's Metropolitan Planning Organization that he shall 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 shall 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 on behalf of the Calvert-St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning

Organization does hereby covenant and agree with the Consultant that it shall pay to the Consultant when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall 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 on behalf of the Calvert St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning Organization have caused these presents to be signed by their respective responsible officers.

CONSULTANT NAME _____

AUTHORIZED CONTRACT REPRESENTATIVE

SIGNATURE

TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY _____ (SEAL)

WITNESS _____

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

BY: _____
WILLIAM HUNT, DIRECTOR, ST. MARY'S COUNTY, LUGM,
CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

WITNESS _____

CALVERT COUNTY GOVERNMENT ATTORNEY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOHN B. NORRIS, III, COUNSEL TO C-SMMPO