

**Wicomico County Purchasing Department
125 N. Division Street, Room B-3
Salisbury, Maryland 21801**



REQUEST FOR QUALIFICATIONS

PROJECT: Professional Architectural, Civil & Structural
Engineering Services for the New Public Safety Building

DEPARTMENT: Sheriff's Office

VENDOR:

NAME: _____

ADDRESS: _____

DUE DATE:

DATE: Tuesday, February 5, 2019

TIME: 2:30PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Qualifications Document is for Wicomico County (“County”) to contract for professional architectural, civil, structural engineering and construction administration services for the new Public Safety Building in conformity with the requirements contained herein (“Qualifications Document(s”).

B. CLARIFICATION OF TERMS

1. Professional firms or individuals that submit a Statement of Qualifications for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to Wicomico County Purchasing at purchasing@wicomicounty.org.
2. The last date to submit questions for clarification will be **noon on Monday, January 28, 2019**.
3. Addenda are posted on the County website at www.wicomicounty.org under Government: Departments: Purchasing: at www.wicomicounty.org/bids.aspx at least five (5) calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their Statement of Qualifications. Failure to do so could result in the Statement of Qualifications being disqualified.

D. FILLING OUT STATEMENT OF QUALIFICATIONS DOCUMENTS

1. Use only forms supplied by the County.
2. One (1) unbound original and five (5) bound copies of your Statement of Qualifications and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Statement of Qualifications Documents should be compiled as follows: (1) Cover letter, (2) Executive Summary, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Statement of Qualifications Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Statement of Qualifications Documents.
6. Each copy of the Statement of Qualifications Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Statement of Qualifications Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Statement of Qualifications Documents to constitute a proper and responsible completed Statement of Qualifications Document package.

8. Any ambiguity in the Statement of Qualifications Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF STATEMENT OF QUALIFICATIONS DOCUMENTS

1. All copies of the Statement of Qualifications Documents and any other documents required to be submitted with the Statement of Qualifications Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Wicomico County Purchasing Department and will be identified with the project name: **PROFESSIONAL ARCHITECTURAL, CIVIL & STRUCTURAL ENGINEERING SERVICES FOR THE NEW PUBLIC SAFETY BUILDING** and the Vendor's name and address. If the Statement of Qualifications Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED STATEMENT OF QUALIFICATIONS DOCUMENTS ENCLOSED" on the face thereof.
2. Statement of Qualifications must be mailed or hand carried to Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801, in order to be received in the office of the Purchasing Agent **prior** to the announced Statement of Qualifications deadline. *Statement of Qualifications received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Statement of Qualifications are due and will be opened at the time listed on the front of this Statement of Qualifications Document.**
4. If you are delivering a Statement of Qualifications in person please keep in mind to allow time to sign-in at the security station in the lobby. It is fully the responsibility of the Vendor to insure that the Statement of Qualifications is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the Statement of Qualifications.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Statement of Qualifications Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Statement of Qualifications Document.
8. **MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.**
9. All Vendor submitted Statement of Qualifications Documents will be valid for a minimum of sixty (60) days from the date of Statement of Qualifications Document opening.
10. Electronically mailed Statement of Qualifications are **not** considered sealed Statement of Qualifications and will **not** be accepted.

F. OPENING OF STATEMENT OF QUALIFICATIONS

1. Statement of Qualifications Documents received on time will be opened publicly and only Vendor's names will be read aloud for the record.
2. The Contract will be awarded or all Statement of Qualifications Documents will be rejected within sixty (60) days from the date of the Statement of Qualifications Document opening.

G. ACCEPTANCE OR REJECTION OF STATEMENT OF QUALIFICATIONS

1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Statement of Qualifications Documents and it is in the best interest of the County to accept it. The County reserves the right

to reject the Statement of Qualifications Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Statement of Qualifications Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Statement of Qualifications Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.

2. Completed Statement of Qualifications Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's RESPONSIBILITY, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's RESPONSIVENESS, the County will consider whether the Statement of Qualifications Document conforms in all material respects to the Statement of Qualifications Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Statement of Qualifications Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Statement of Qualifications Document received, to reject a Statement of Qualifications Document not accompanied by required Bid security or other data required by the Statement of Qualifications Documents, and to accept or reject any Statement of Qualifications Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus*

are not required for these categories of Vendors. For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the Statement of Qualifications being rejected.
3. All Vendors who wish to bid on County projects and contracts need to register as a bidder at www.wicomicocounty.org/list.aspx?Mode=Subscribe#bids by checking off the categories for which you wish to be informed of future bids.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the Statement of Qualifications.
2. Any items, systems or devices supplied in this Statement of Qualifications that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the Statement of Qualifications form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Statement of Qualifications Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Statement of Qualifications Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Statement of Qualifications Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Wicomico County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Contractor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an authorized User other than the County and each such Authorized User and Contractor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF PROPOSAL

1. Statement of Qualifications Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Statement of Qualifications Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Statement of Qualifications Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Wicomico County is subject to the Maryland Public Information Act and may be required to release Statement of Qualifications submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen (14) calendar days of receipt of the Contract.
2. Statement of Qualifications Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Statement of Qualifications Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Statement of

Qualifications Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

1. A Statement of Qualifications Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Statement of Qualifications Documents, and each Vendor so agrees in submitting Statement of Qualifications Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen (15) calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Statement of Qualifications is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Statement of Qualifications Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Statement of Qualifications Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Statement of Qualifications Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor Wicomico County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.

2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their Statement of Qualifications.
3. Contractors cannot use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Purchasing Agent (and the County Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Purchasing Agent (with County Council approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Wicomico County's Purchasing Agent and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Purchasing Agent to all holders of Statement of Qualifications Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Statement of Qualifications Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Statement of Qualifications Document.
3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Statement of Qualifications Documents, and will become part of the Contract and will be acknowledged in the Statement of Qualifications Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Statement of Qualifications Document as submitted.
4. Vendors are cautioned to refrain from including in their Statement of Qualifications Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact the Wicomico County's Purchasing Agent during normal business hours.

5. The Wicomico County Purchasing Agent reserves the right to postpone the Statement of Qualifications Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the Statement of Qualifications form and listed on a separate sheet of paper attached to the Statement of Qualifications.
2. An exception to the specifications may not necessarily disqualify the Statement of Qualifications. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the Statement of Qualifications unless otherwise stated in the specifications or Statement of Qualifications form.

N. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten (10) calendar days of Statement of Qualifications award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

END OF SECTION

SECTION III: QUALIFICATION SPECIFICATIONS

A. SCOPE

1. The County is seeking Statements of Qualifications from Vendors to contract for professional architectural, civil, structural engineering and construction administration services for the new Public Safety Building in accordance with the terms and conditions and specifications set forth in this solicitation.

B. SITE DESCRIPTION

1. Wicomico County recently purchased 9.01 acres situated at the corner of Naylor Mill Road and Westwood Drive in Salisbury, Maryland for the new location of the Public Safety Facility.
 - a. The Wicomico County Sheriff's Office will move all operations there when completed. At some point in the future, the Department of Emergency Services will also be located at this complex.
2. This property is situated adjacent to both Route 50 business and the Route 50 bypass and provides access to major highways.

C. SUMMARY

1. The County proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout planning and completion of the project.
2. The County will give prime consideration to the Architect with significant, current experience in the development, design, renovation and construction of similar buildings and projects.
3. The County reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any respondent on any terms or conditions.
4. The selected Architects(s) will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection.
5. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as circumstances may dictate. Upon the initial selection of an Architect based upon qualifications, with which negotiations will proceed, a Scope of Work will be developed.
6. The County anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations for each phase of the project; however, the County reserves the right to include additional project elements in the initial or subsequent professional services agreements as the County may (in its sole discretion) deem appropriate.
7. The selected Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated.

D. EVALUATION CRITERIA

1. **QUALIFICATIONS – 25 %**
 - a. Vendors overall qualifications and specific experience of key personnel who will be assigned to the projects.
 - b. Provide firm biography and history of the firm's experience.
2. **EXPERIENCE ON SIMILAR PROJECTS – 25 %**
 - a. Experience on other Public Safety/Emergency Management building projects.

- b. List recent experience in projects comparable to the proposed project. Firms should provide the name, address and telephone number of the contact person for similar projects.
- 3. ORGANIZATIONAL CAPACITY – 20 %
 - a. List key project personnel's professional background, experience and workload.
 - b. Include resumes of the project personnel that will be assigned to this Work.
 - c. Key personnel is a key component of the criteria by which the respondent will be selected; therefore, Respondent will not have the ability to replace key personnel until they complete the tasks assigned based on the role proposed, unless there are extenuating circumstances. Any substitutions shall require prior written approval by an authorized representative of the County, and the County will accept only personnel whose credentials are equal or better than the key personnel for which substitution is sought.
- 4. PROFESSIONAL REFERENCES – 10 %
 - a. Provide names and contact information for professional references.
- 5. FEE SCHEDULE – 20%
 - a. Provide a schedule of hourly rates and any related expenses.

E. PAYMENT

- 1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

F. QUESTIONS

- 1. The last day for questions is listed under Section I, Subsection C.2.

G. AWARD

- 1. From a review of the statements of qualification received, Wicomico County intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for the projects. Wicomico County reserves the right to make a selection based solely on statements of qualifications received.
- 2. The selected respondent whose selection was based on qualifications will then negotiate with Wicomico County on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with other qualified respondents until a mutually agreed contract can be negotiated.

END OF SECTION

SECTION IV: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Statement of Qualifications Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Statement of Qualifications Documents may be evaluated without discussion. Hence, Statement of Qualifications Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Statement of Qualifications Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
25%	Qualifications of the organization
25%	Vendor's experience on similar Public Safety/Emergency Management building projects
20%	Vendor's organizational capacity to meet the demands of the RFQu specifications
10%	Vendor's professional references
20%	Vendor's overall fee schedule and related expenses

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Statement of Qualifications by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Statement of Qualifications submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Statement of Qualifications fully and with forthrightness at the time of Statement of Qualifications submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF STATEMENT OF QUALIFICATIONS

To whom it may concern:

We hereby submit our Statement of Qualifications Documents for “PROFESSIONAL ARCHITECTURAL, CIVIL & STRUCTURAL ENGINEERING SERVICES FOR THE NEW PUBLIC SAFETY BUILDING” as indicated in the Statement of Qualifications Documents. Having carefully examined the Statement of Qualifications Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Statement of Qualifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Statement of Qualifications Document as per Section I, subsection D.3 and in accordance with the Statement of Qualifications Specifications Section of this Statement of Qualifications Document? (Yes)____ (No) _____ CHECK One

NOTE: THIS STATEMENT OF QUALIFICATIONS FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS STATEMENT OF QUALIFICATIONS TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three (3) references for which the Vendor has provided Goods/Services similar to those requested in the Statement of Qualifications Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Statement of Qualifications Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

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

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or 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 have been convicted of, or have pleaded nolo-contendere to a charge of, or have 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 Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(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 Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides 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.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WICOMICO COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Wicomico County (“County”) contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then the Contract will prevail.

The term “Contract” includes a document entitled “agreement” or other title denoting a contract. The Wicomico County Executive is the person authorized to enter contracts for Wicomico County.

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy. Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law. The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition. The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all

reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Wicomico County, its officers, agents, or employees.

Independent Contractor.

- A. Contractor is an "Independent Contractor." Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage must be written on an occurrence form.
- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.

- D. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor agrees that this provision will be incorporated in all subcontracts related connection to this Contract.

Ownership of Documents and Materials; Intellectual Property.

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

Records. Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the County and its agents can all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. Set Off. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

- C. Cumulative. These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor.

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing. Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it

has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.