



401 Thomas Run Road • Bel Air MD 21015  
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Web: [www.harford.edu/purchasing/bidboard](http://www.harford.edu/purchasing/bidboard)

## REQUEST FOR PROPOSALS

### **RFP 19P-005 Architectural/Engineering Services: Chesapeake Welcome Center Renovation and Expansion Project**

The Board of Trustees of Harford Community College invites sealed first phase submission of technical proposals (SF330) in accordance with instructions and in the format specified herein for A/E services for the renovation and expansion of a multi-purpose building located on Harford Community College's main campus.

Addenda, if any, will be posted on the Harford Community College's Procurement website at: [www.harford.edu/purchasing/bidboard](http://www.harford.edu/purchasing/bidboard) and on the Emaryland Marketplace website at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). **It is the bidder's responsibility to monitor these sites and download the addenda, if any.**

To be considered, a Bidder must have a functioning office located within approximately 100 miles of the Harford Community College campus.

NOTE: The College will be closed March 18-22, 2019 for Spring Break.

Four (4) original submissions of documents, first phase technical proposal, in accordance with section 1.5 and 1.6 of the Instructions to Proposers contained herein, must be received in the Procurement Office located in the Conowingo Building at the address listed above, not later than **12:00 noon on Tuesday, March 26, 2019**. It is the bidder's responsibility to assure that that the submittal arrives in the Procurement Office on the specified date and time.

The Board of Trustees of Harford Community College reserves the right to accept or reject, in whole or in part, any and all proposals received as a result of this RFP, to waive informalities and technicalities or to negotiate with responsible Bidders, in any manner necessary to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part or no award at all.

Beth Bertier  
Procurement Assistant

February 19, 2019



**REQUEST FOR PROPOSALS**

**RFP 19P-005 ARCHITECTURAL AND ENGINEERING SERVICES:  
CHESAPEAKE WELCOME CENTER RENOVATION AND EXPANSION PROJECT AT  
HARFORD COMMUNITY COLLEGE**

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QUESTIONS CONCERNING THIS SOLICITATION MUST BE SENT TO:

Beth Bertier  
Procurement Assistant  
Harford Community College  
401 Thomas Run Road  
Bel Air, MD 21015  
443-412-2307  
bbertier@harford.edu

**ISSUE DATE:** February 19, 2019

**REQUEST FOR EXPRESSION OF INTEREST  
AND QUALIFICATIONS SCHEDULE**

**ARCHITECTURAL AND ENGINEERING SERVICES**

**ISSUING OFFICER**

Beth Bertier  
Procurement Assistant  
Harford Community College  
Procurement Office  
Conowingo Center Room 105  
401 Thomas Run Road  
Bel Air, MD 21015  
Tel: 443-412-2307  
E-mail: [bbertier@harford.edu](mailto:bbertier@harford.edu)

The point of contact for HCC for purposes of this Request is the Issuing Officer. All questions and inquires regarding this proposal must be submitted to the Procurement Assistant in writing, preferably via email.

**TENTATIVE SCHEDULE**

Submissions of Qualifications First Phase Technical (SF 330)	03/26/19
Evaluation of Submissions and Identification of Short List	04/05/19
Additional information, program document, RFP, pre-proposal Conference	04/11/19
Deadline for questions	04/16/19
Submission of Second Phase Technical Proposal	04/29/19
A/E oral presentations	04/29/19 – 05/03/19
A/E price proposals due	05/03/19
Evaluation by College	05/22/19
Recommendation to Board / F&A	05/29/19
Board approval	06/11/19
Board of Public Works Approval	08/14/19
Award A/E contract	August 2019

NOTE: The College will be closed March 18-22, 2019 for Spring Break.

**NOTE:** A site visit will be conducted in conjunction with the pre-proposal conference for the **short listed firms only**. A campus map showing parking areas is available on the College's website [www.harford.edu/tour/campusmap](http://www.harford.edu/tour/campusmap).

Prospective bidders who have received this document or information from a source other than the Issuing Office should immediately go to the Harford Community College Procurement bid board ([www.harford.edu/purchasing/bidboard](http://www.harford.edu/purchasing/bidboard)) to ensure that they have received the correct information, complete documents and any addendums. Failure to monitor the website may result in a non receipt of important information prior to the closing date which may result in the rejection of a bid/proposal.

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## SECTION 100: INSTRUCTIONS TO PROPOSERS

### 1.1 Purpose and Objective

Harford Community College (the College) invites proposals from qualified Architectural and Engineering Services firms. The College requires the selected firm to be responsive to the College during the entire process of design through construction, and as such, must have a functioning office located within a distance of approximately 100 miles of Harford Community College. The College also has a preference for firms that have an experience with Maryland building and environmental regulations. The selected firm will provide professional architectural/engineering services consisting of five principal phases:

- \* schematic design phase
- \* design development phase
- \* construction documents phase
- \* bidding phase
- \* construction administration phase.

### 1.2 Project Summary Overview and Target Schedule

This is a comprehensive renovation and expansion to an existing multi-purpose building located on the College's main campus just inside Entrance #2. The existing building that will be renovated is 32,000 GSF and will include approximately 40,000 GSF in additional space. The newly designed project will provide space for a Welcome Center, Food Service Operation, Theater, Gallery, Conference Center and Enrollment Services. The existing building is a single story steel post and beam masonry structure consisting of approximately 32,000 GSF. A major component of this project will be to replace the buildings entire mechanical, electrical, plumbing, life safety and telecommunications systems.

Design	August 2019 – November 2020
Bid and approval period	December 2020 – April 2021
Construction	May 2021 – November 2022
Building Occupancy	January 2023

### 1.3 Issuing Office

Procurement Office  
Harford Community College  
401 Thomas Run Road  
Bel Air MD 21015

Attn: Beth Bertier  
443-412-2307  
[bbertier@harford.edu](mailto:bbertier@harford.edu)

### 1.4 Advertising of this RFP for Architectural and Design Services

This RFP is advertised through the EMaryland Marketplace website at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com) and Harford Community College Procurement Office's website at [www.harford.edu/purchasing/bidboard](http://www.harford.edu/purchasing/bidboard). Addenda, if any, will be posted on both sites listed above. **It is the proposer's responsibility to monitor these sites and download the addenda, if any.**

### 1.5 First phase technical proposal submission

Potential proposers shall use and submit US General Services Administration Form SF 330 and complete all sections. The form and format of SF 330 shall be the bidding form and format for the first phase technical proposal.

Regarding section “H” (Additional Information) of SF 330, proposers should include any additional information that addresses the evaluation criteria in section 300 paragraph 3.2 that the proposer believes will be of value to the evaluation committee in determining the short list.

#### **1.6 First Phase Submission of Technical Proposals and Due Date**

Three (3) original submissions of the documents referred to in section 1.5 must be received in the Procurement Office located in the Conowingo Center Room 105, no **later than 12:00 noon on Tuesday, March 26, 2019, 2019**, Attention: Beth Bertier.

#### **1.7 Second Phase Submission of Technical Proposals**

Second phase technical proposals will be requested from only those firms short listed as a result of the initial evaluation of the first phase technical proposals. Oral presentations will be conducted with the short listed A/E firms.

The form and format for the second phase technical proposals shall be provided at the pre-proposal conference.

#### **1.8 Price Proposals**

A price proposal will be requested from the highest technically rated A/E firms after the second phase technical evaluation and oral presentations.

The due date for the price proposals will be **Friday, May 3, 2019**.

Documents to be submitted shall include:

- \* Price Form
- \* Bid/Proposal Affidavit
- \* Bid Bond
- \* Contract Affidavit

#### **1.9 Pre-Proposal Conference**

A pre-proposal conference will be scheduled for Thursday, April 11, 2019 with the short listed proposers prior to submission of second phase technical proposals.

#### **1.10 Site Visits**

A site visit(s) will be arranged for the short listed proposers. The date for site visit will coincide with the pre-proposal conference, Thursday, April 11, 2019.

#### **1.11 Method for Project Construction**

The College anticipates issuing an IFB to solicit General Contractors having proven experience in constructing a project of this size and scope.

#### **1.12 Minority Business Participation**

Minority business enterprises are encouraged to respond to solicitations.

#### **1.13 Proposal Affidavit**

The proposal affidavit included in this package must be executed by each responding short listed proposer submitting a price proposal.

#### **1.14 Joint Venture Proposers**

Joint venture firms must provide all identification information for all parties and all requirements for all parties. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, and the responsibilities of each joint venture party with respect to the scope of services.

#### **1.15 Clarification; Addenda**

Bidders in doubt as to the meaning of any terms, conditions, or specifications, or finding any discrepancy in or omission from same shall notify the Purchasing Agent in writing at once. Such notice in no way obligates Harford Community College to revise the bid documents, but should the Purchasing Agent determine that amendment is necessary, an addendum will be posted through the College's web site and EMaryland Marketplace.

The College assumes no responsibility for oral or telephonic explanations or interpretations of proposal documents.

#### **1.16 Cancellation**

The College may cancel this RFP, in whole or in part, at any time.

#### **1.17 Form of Proposals Submitted**

Proposals must be fully and properly executed on the forms provided by the College, with a positive entry in each blank ("N/A" or "0" may be inserted as necessary), typewritten or in ink.

Each proposal must be submitted in a securely sealed envelope, prominently marked with the number and title of the proposal, and the name of the proposer. Each proposer must include with his submission a fully executed Affidavit of Non-Collusion, as furnished by the College. Anti-Bribery Affidavits or other special forms may also be specifically required herein, as federal or state funding sources or other special conditions dictate.

The College reserves the right to consider informal any proposal not prepared in accordance with instructions.

Conditional or qualified proposals may be rejected.

#### **1.18 Reservations**

The College reserves the right to accept or reject, in whole or in part, any and all proposals received, to waive informalities or technicalities as the best interests of the College may require, and to waive minor differences in specifications, provided these do not violate the intent nor materially affect the operation for which the items or services are sought, nor increase estimated costs to the College.

#### **1.19 Non-Discrimination in Employment**

The proposer shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, the proposer shall not discriminate in any manner against an employee or applicant for employment due to race, color, religion, sex, national origin, age, status as an individual with a disability, veteran, sexual orientation, marital status or any other status protected by law; b) include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

## **SECTION 200: GENERAL TERMS AND CONDITIONS**

### **2.1 Standard Form of Agreement with Architects and Engineers**

In addition to the terms indicated in this RFP document, the "Standard Form of Agreement with Architects and Engineers," included in section 500, shall apply.

### **2.2 Insurance Requirements**

Required Coverages. Unless otherwise required herein, the Contractor shall purchase and maintain the insurance coverages listed below.

The College does not in any way represent that the insurance limits specified below are sufficient or adequate to protect the Contractor's interests. It is understood that these are minimums only; the Contractor may purchase and maintain additional insurance as will protect him against claims that may arise from operations under the contract.

Should any of the insurance coverages indicated below be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions below, thirty (30) days advance written notice shall be given the College, EXCEPT IN THE CASE OF NON-RENEWAL. In this event, notice shall be given as soon as known, if that be less than thirty (30) days, not in any event less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation of non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor and the number of the Purchase Order.

Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract.

Certificate of Insurance: Before beginning work on the Contract, the Contractor shall provide the College with Certificates of Insurance acceptable to the College that evidence the required coverages, and receive approval of same.

Such certificates for liability coverages must include Harford Community College as an additional named insured.

Contractor's Responsibility Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.

Insurance Coverages: Minimum limits of all coverages shall be not less than those below, or as otherwise provided in the Contract Documents, or as required by law, whichever is greater.

Comprehensive General Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractor, or anyone for whose acts any of the above may liable.



Minimum Limits of Coverage

Bodily injury/property damage liability—combined single limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate.

The College reserves the right to require limits of \$2,000,000 per occurrence/\$3,000,000 general aggregate for contracts with high-risk (e.g. hazardous materials) features.

Coverage's to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.

Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

Automobile Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

Minimum Limits of Coverage:

Bodily injury/property damage liability—combined single limit of \$1,000,000 per accident.

The College reserves the right to require a combined single limit of \$3,000,000 per accident for contracts that will involve heavy equipment (e.g. tractors, mix-in-transit concrete trucks) operations on its premises.

Coverages to be included: Coverage for all owned, non-owned and hired motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Such insurance must contain statutory coverage for all employees engaged under the contract.

Umbrella Liability

Commercial General Liability - Minimum Limits:

Each occurrence - \$1,000,000

Aggregate - \$2,000,000

Business Auto – Minimum Limits:

Each accident - \$1,000,000

Employers Liability – Minimum Limits:

Each accident - \$1,000,000

Aggregate (for disease) - \$1,000,000

Each employee (for disease) - \$1,000,000

### **2.3 Indemnification**

The Contractor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense.

### **2.4 Property Lost, Damaged or Destroyed**

Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

### **2.5 Choice of Law**

In all operations related to the Contract, those ordinances, regulations, and local government resolutions, together with the laws of the United States and the State of Maryland which are or shall become applicable to and control in any way the actions of those engaged as principal or agent, must be respected and adhered to strictly. The Seller shall protect and indemnify the College and their agents and employees against any claim or liability arising from or based on the violation of any such ordinances, regulations, resolutions, or laws, whether by him or his employees.

### **2.6 Assignment**

The contractor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect.

### **2.7 Taxes**

The contractor shall pay, when due, all applicable taxes or assessments, and shall comply with all statutes and regulations of the applicable taxation authorities. The College is tax-exempt but cannot authorize any Seller to make tax-exempt purchases on the College's behalf.

### **2.8 Use of Affiliates to Avoid Taxation on Income from State Contracts**

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

## **2.9 Publicity**

The contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Marketing and Public Relations Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the seller from listing the College on its routine client list for matters of references.

## **2.10 Notices**

Any notice required shall be in writing and may either be given by personal delivery or sent certified mail, addressed as follows: if to the Seller, at the address set forth in his bid; if to the College, to the attention of the Purchasing Director at the address set forth in the heading of this solicitation. Either party may change the address to which mailings shall be made from time to time by notice mailed as set forth above.

## **2.11 Force Majeure**

The contractor shall notify the College promptly of any material delay in delivery or performance of specified items or services, and shall detail in writing to the Purchasing Director the proposed revised performance date as soon as practicable after notice of delay.

The contractor shall be liable for delays due to its fault or negligence.

In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Purchasing Director. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

Should the contractor be prevented from delivering or performing specified items or services by circumstances beyond his control, including but not limited to Act of God, war, flood, governmental action, the College reserves the right to withdraw such services from the Contract without incurring further liabilities on the part of the College thereby.

## **2.12 Annulments**

The College reserves the right to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations. Any action taken in pursuance of the latter shall not affect or impair any rights to claims of the College to damages for breach of contract by the contractor.

## **2.13 Termination**

In the event that the contractor violates any of the provisions of the Contract, the College may serve written notice upon the Seller of its intention to terminate the Contract. Such notices will contain the reason for such intention to terminate, and unless within ten (10) days after the serving of such notice the violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

If funds are not appropriated for continuance of performance to completion, the contractor shall accept cancellation upon sixty (60) days prior written notice.

Notwithstanding the foregoing, the Seller agrees that the College shall have the right to terminate for convenience at any time during the term upon giving the Seller sixty (60) days prior written notice.

#### **2.14 College Rules, Regulations and Policies**

The Contractor agrees that all his employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers. Such employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of **No Tobacco Use of Any Kind on Campus**.

#### **2.15 W-9 Form**

The awarded contractor will be required to submit a current *W-9 Request for Taxpayer Identification Number and Certification* prior to beginning to work. The form may be emailed to the Procurement Office at [bbertier@harford.edu](mailto:bbertier@harford.edu).

## **SECTION 300: PROPOSALS AND TECHNICAL EVALUATION**

### **3.1 Evaluation Committee**

All submittals of first and second phase proposals will be evaluated by the College.

### **3.2 First Phase Technical Proposal Evaluation**

After receipt of the first phase technical proposals, in accordance with the form and format of Form SF 330, the College will shortlist based on its evaluation of the proposals in the following categories.

- a) Proposed A/E team including background and credentials of key personnel.
- b) Example projects that illustrate team's experience buildings of similar size and scope.
- c) Experience with higher education projects preferred.
- d) Profile of the firm, experience of firm.
- e) Experience with LEED and high performance building design.
- f) Experience (if any) with State of Maryland (MDE, DGS, etc.) and knowledge of Harford County codes, regulations and permitting requirements.

### **3.3 Second Phase Technical Proposal and Oral Presentations**

The College will provide additional information to the short listed firms for the second round technical proposal and oral presentations. The criteria for evaluation of the second round technical proposals and oral presentations shall be as follows:

- a) References from clients with relevant projects of similar size and scope.
- b) Presentation – Introduction of key personnel, discussion of similar projects, experience with high performance building design and conceptual ideas about exterior design and interior layout.
- c) Q&A - Quality and thoroughness of answers to prepared questions.
- d) Reevaluation of proposed A/E team, including background and credentials of key personnel.
- e) Experience (if any) with State of Maryland (MDE, DGS, etc.) and knowledge of Harford County codes, regulations and permitting requirements.
- f) Profile of the firm, experience of firm.

### **3.4 Price Proposal**

Price proposals will be requested from the highest technically scored proposers after the second phase technical proposal and oral presentations. The price proposals will not be opened publicly. Price proposals will be evaluated on the sum total of price. The College reserves the right to request best and final pricing, and/or negotiate.

### **3.5 Final Proposal Rating**

The scoring of the price proposal will be combined with the corresponding total score of the second phase technical evaluation and oral presentations to determine the final rating for each proposer. The technical score shall have a greater weight than the price score.

## SECTION 400: PROJECT OVERVIEW

### 4.1 Program Document

The Part I and II Program Documents will be provided to short listed bidders after the first phase technical submissions. These program documents shall be used to define this project's scope. The College envisions the building becoming the "front door" of the campus and as such desires an impressive/visionary front entrance design. Note that a site visit will be conducted in conjunction with the pre-proposal conference for the short listed firms only. A brief overview of the project is as follows.

The Chesapeake Center is located on the College's main campus on the left side of Entrance #2. The building was constructed in 1968 and consists of a 32,000 GSF single-story post and beam masonry construction. The roof is a single ply TPO and is completely covered with 'Solar Panels'. These panels will require removal and relocation on the building as they are leased by a third party. Current functions in the Chesapeake center include a Theater, Food Operation, Conference Space, Meeting rooms and Administrative support offices.

The project's scope of work will include a comprehensive renovation of the 32,000 GSF building to include a 40,000 GSF addition or additions. Work will include replacement of the roof's entire soffit and fascia system, replacement of all mechanical systems including, pumps, air handlers, building automation and life safety systems. Design of a new storm water management facility will be required.

The building is currently serviced by a privately operated domestic water and fire suppression systems. The sanitary system is connected to an existing private MDE permitted waste water treatment plant. The telecommunications systems are privately owned and operated and are connected to the campus via buried conduits. This building serves as a central connection point for campus telecommunication connectivity which shall be maintained during project. Electrical power and natural gas are provided by the local utility company.

The project will be required to meet the State of Maryland requirements for "LEED".

Campus Map with Site Location

See separate document provided

## **SECTION 500: TECHNICAL PROPOSAL FORMS**

### **GSA FORM SF330**

The forms and instructions are available for downloading from the website of the US General Services Administration website, GSA Forms Library.



BOARD OF TRUSTEES OF HARFORD COMMUNITY COLLEGE

**STANDARD FORM OF AGREEMENT WITH ARCHITECTS AND ENGINEERS**

This agreement made this \_\_\_\_ day of \_\_\_\_\_, between the Board of Trustees of Harford Community College of Bel Air, Maryland, hereinafter referred to as Owner, and \_\_\_\_\_, hereinafter referred to as the A-E.

WHEREAS, the A-E having been fully informed as to the scope of the project and having represented himself to be professionally qualified to render the professional services as detailed herein, and

WHEREAS, contingent upon a final approval of the legislature of the State of Maryland, and the Harford County Council, the Owner will have available \_\_\_\_\_ in funding for design and construction of the \_\_\_\_\_, hereinafter referred to as the Project; it being clearly understood that said funds are to include all fees and expenses of the A-E and all construction costs, if provided for in Source of Funds; and being further understood that said funds may not be added to or supplemented except by Legislative action.

NOW, THEREFORE, the Owner does, under the conditions named herein, including any special conditions provided at Appendix A, hereby employ the A-E for rendition to it, of professional services to say Project as hereinafter set forth. This Agreement shall cover the Schematic Design and Design Development Phases provided that the Owner may extend this Agreement to cover additional Phases, said extension to be in writing.

It is understood that the provisions of Title VI of the Civil Rights Act of 1964 and hereby included in this Agreement to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement. It is further understood that the provisions of Article 49B, Section 17 to 20 (Discrimination in Employment), of the Annotated Code of Maryland, 1957 edition, and as may be amended from time to time, are incorporated by reference and are made a part of this Agreement.

**PART I  
THE ARCHITECT-ENGINEER'S SERVICES**

A. The A-E services shall consist of five (5) separate principal phases: Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, and Construction Phase. In rendering these services, the A-E shall:

1. Be solely responsible for technical completeness and sufficiency of all Construction Documents.
2. Comply with applicable Harford County, State of Maryland, and Federal requirements.
3. Advise the Owner of the identity of any professional consultants proposed to be engaged prior to the execution of this Agreement, and upon such execution and receipt of the Owner's approval of such consultants, to engage the same. Such engagement shall not constitute an engagement of such consultant by the Owner. In all instances consider the term A-E plural to include action by consultants as appropriate and all consultants engaged by A-E shall be bound by the terms of this Agreement.

4. Attend all conferences with the Owner or persons designated by him necessary to execute the various phases of the Project.
5. Render to the Owner all reasonable studies as deemed necessary by him. In the discretion of the Owner, whenever special studies or special consultants are required, the Owner may direct the A-E to undertake or engage the same and in such case, and in the discretion of the Owner, the A-E shall be compensated for the same by agreement of both parties.
6. Achieve economy in construction by simplification in design, by standardization in materials, by minimizing architectural embellishment and the like where appropriate.
7. Expeditiously develop the required documents with a view to providing complete work at the earliest practicable date.
8. In the event the documents submitted by the A-E in satisfaction of the Schematic Design Phase, Design Development Phase, Construction Documents Phase and Bidding Phase are not approved in the form submitted, the A-E at its own expense shall revise the same until approved by Owner; provided, however, if the nature of the revision required to be made by the A-E is caused by revising previously approved drawings and/or specifications, to accomplish changes not initiated by the A-E, he may be paid at the discretion of the Owner for effecting such revisions in accordance with Part IV, E.5, as hereinafter provided. Such revisions as aforesaid which shall occasion additional compensation to the A-E shall not be commenced without written authority of the Owner.
9. Ensure the construction bid documents provides for operation and maintenance manuals.
10. There shall be no press releases without the prior approval of the Owner.

B. In rendering professional services for preparation and furnishing of the SCHEMATIC DESIGN PHASE requirements, the A-E shall:

1. Use the following title for the Project in all drawings, documents and correspondence:  
  
Harford Community College  
  
Project Title: "Chesapeake Welcome Center Renovation and Expansion Project"
2. Visit the site of the project and become fully familiar with the use, operational conditions and limitations of said site and when necessary, obtain measurements and other information relative to existing improvements. If measured drawings of existing improvements are requested by the Owner for planning additions or alterations thereto, additional compensation shall be made in accordance with Part IV, E.5.
3. Based upon the information provided under Part II, A.1. to A.6. inclusive, of this Agreement, together with such amendments as may be found necessary as the result of a predesign conference with the parties concerned, prepare documents to illustrate the size and relationship of the Project components, as follows:
  - a) A sketch flow diagram showing the Project structure and spatial relationships as related to the existing and proposed usage.

- b) Photographs of the Project site, including roof, locker rooms, etc., to generally record the nature and character of the environment.
  - c) Schematic single line floor plans indicating the general space layout, block elevations, sections and a narrative description of the structural, mechanical and electrical systems; should be in accordance with the State Guidelines.
  - d) A statement of probable construction costs upon the Cost Estimating Worksheet, based upon the Schematic Design Documents applying the area, volume and other unit costs currently prevailing in the geographical region where the Project is to be built. A professional cost estimator shall be retained by the A-E unless advised otherwise by the Owner.
  - e) Single line perspective or isometric drawings of proposed extensively altered areas or new construction.
4. Upon substantial completion of the Schematic Design documents, prepare a minimum of eight (8) copies thereof to the Owner for review by the Owner and various government review agencies.

C. The DESIGN DEVELOPMENT PHASE will commence with the A-E's receipt of the Owner's written approval of the documents comprising the Schematic Design Phase and a written extension of this Agreement, based upon which the A-E shall prepare:

- 1. Drawings and other data which are a development of the documents comprising the Schematic Design Phase, including all floor plans, elevations and cross sections.
- 2. Outline specifications stating the proposed materials, methods and systems, including structural, mechanical and electrical, to be incorporated in the Project.
- 3. A statement of probable construction costs on the Cost Estimate Worksheet based upon a labor and material take-off which shall be made from the Design Development Documents, applying costs currently prevailing in the geographical region where the project is to be constructed. A professional cost estimator shall be retained by the A-E unless advised otherwise by the Owner.
- 4. Upon substantial completion of the Design Development documents, a minimum of eight (8) copies thereof to the Owner for review by the Owner and various government review agencies. The Design Development documents shall be sufficiently detailed for final review by the Harford County Government and Maryland State Fire Marshal's Office.

D. The CONSTRUCTION DOCUMENTS PHASE will commence with the A-E's receipt of the Owner's written approval of the documents comprising the Design Development Phase and a written extension of this Agreement, based upon which the A-E shall prepare:

- 1. A complete set of architectural, structural, mechanical, and electrical drawings and specifications. The various drawings shall be carefully coordinated by the A-E so as not to conflict one with the other. Drawings and specifications shall be made in accordance with the industry standard of care professional practice and shall indicate clearly, accurately, and precisely, in such detail as may be necessary, what is to be furnished, how, where, and the final results to be obtained as to architectural details, structural strength, clearances, mechanical, and electrical sufficiency, general adaptability and dimensional accuracy. The title sheet of the drawings shall contain the following professional certification signed by the Architect:

## PROFESSIONAL CERTIFICATION

These plans and specifications for the \_\_\_\_\_ were prepared under my supervision; and to the best of my knowledge, information, and belief comply with the requirements of the Building Code of Harford County, Maryland and the State of Maryland Fire Prevention Code.

/s/ \_\_\_\_\_

Date \_\_\_\_\_

Maryland Registration No. \_\_\_\_\_

2. Periodically during the preparation of Construction Documents, an estimate of the probable construction costs of the project as contemplated by such Construction Documents and if, in the exercise of the A-E's professional judgment, such probable construction costs will exceed the estimate of probable construction costs previously approved by the Owner at the end of the Design Development Phase, and if the A-E is unable to effect costs reduction revisions in the Construction Documents without deviating from the design and intent of the previously approved documents comprising the Design Development Phase, the A-E shall advise the Owner to such effect in writing, cease all work under this Agreement and await instructions which the Owner in due course shall issue to the A-E concerning future action to be taken under this Agreement. In the event the A-E in the exercise of his professional judgment has not detected the conditions described in this sub-paragraph during preparation of Construction Documents, then upon completion of the same and based thereon, the A-E shall prepare a statement of probable construction costs and a detailed labor and material take-off applying costs currently prevailing in the geographical region where the Project is to be built. A professional cost estimator shall be retained by the A-E unless advised otherwise by the Owner.

3. Upon substantial completion of Construction Documents, a minimum of eight (8) copies thereof to the Owner for review by the Owner and various government review agencies.

4. A Bid Form.

E. The BIDDING PHASE will commence with the A-E's receipt of the Owner's written approval of the documents comprising the Construction Documents Phase and a written extension of this Agreement based upon which the A-E shall:

1. Supply for bidding and construction purposes electronic, read-only files of the drawings and specifications to a reproduction company designate by the College prior to the bid period.
2. Interpret documents during the bidding period in the form of addenda.
3. On the date the bids for general construction of the Project are returnable to the Owner, attend the opening thereof at the designated time and place.
4. Analyze the bids when received and recommend to the Owner relative to the construction contract award.

If the Project is bid no later than the scheduled date agreed upon, and should the low bona fide bid exceed the funds appropriated by the Owner for the construction of the Project, the A-E, without additional compensation, shall analyze the bids and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed said

appropriation; however, such recommendation shall not include any deletions which render the project incomplete or unfinished and thereby necessitate expenditure of funds in excess of those specified in the preamble of this Agreement; and

1. After consultation and agreement with the Owner, alter or redraft the documents as necessary to accomplish the necessary reduction in cost; and
2. Repeat as necessary or appropriate the services as described in Part I, A.8.

If through no fault of the A-E the Project is bid substantially later than the scheduled date agreed upon and this causes a bid in excess of the funds appropriated by the Owner for the construction of the Project, and if the A-E is required by the Owner to make changes to Construction Documents, then the A-E shall be compensated on the basis of a negotiated fee, at the discretion of the Owner.

F. The CONSTRUCTION PHASE will commence with the award of the contract for the general construction work required for the Project and a written extension of this Agreement during which period the A-E shall:

1. Consult with the Owner as the construction work progresses. The entire Owner's and the A-E's instructions to the Contractor shall be issued by the A-E.
2. Make periodic visits to the site as the progress of the work or the Owner may reasonably require and not less than biweekly; attend monthly progress meetings to familiarize the A-E's representative generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. Written minutes of the Project progress meetings shall be prepared by the A-E and forwarded to all attendees within five working days after each meeting. In making such periodic visits to the site and on the basis of such on-site observations, the A-E shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor and shall report to the Contractor any observed defect or observed deficiency in the Contractor's work. The A-E shall not be required to make exhaustive or continuous on-site inspections to check the quality of the work. The foregoing provisions of this sub-paragraph notwithstanding, the A-E shall not be responsible for: construction means, methods, techniques, sequences, and procedures, or for safety precautions and programs in connection with the work; the Contractor's failure to carry out the work in accordance with the Contract Documents; and the acts or omissions of the Contractor or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any persons performing any of the work.
3. Interpret the requirements of the Contract Documents in making decisions on all claims of the Owner or Contractor relating to the execution and progress of the work and on all other matters or questions related thereto.
4. Reject all work which does not in the A-E's opinion conform to the Contract Documents and recommend to the Owner that the Contractor stop the work whenever, in the A-E's reasonable opinion, it may be necessary for the proper performance of the Agreement.
5. Review and approve shop drawings, samples and other submissions of the Contractor only for conformance with the general design concept of the project and for compliance with the information given in the contract documents.
6. Prepare Change Orders. Provide drawings as may be necessary to explain construction details.

7. Review and approve the Contractor-provided certificates of payment required by any contract pertaining to the construction of the Project, make visits to the Project when substantial completion has been achieved, submit written reports to the Owner of any defects or deficiencies observed in the construction or any deviation from drawings and specifications.
8. Prepare, at completion of the Project, a full set of record drawings showing the "as-built" condition of the Project and including the actual locations of all utilities based on his own records and upon information supplied by the Contractor. These drawings will consist of the original working drawings under the construction contract but may require the Contractor to keep up-to-date marked prints of the "as-built" conditions upon the contract working drawings with all notations necessary to form the basis of such record drawings. "As-built" drawings include a complete set of architectural, structural, mechanical, and electrical drawings on CD or flash drive in the most current AutoCAD format shall be turned over to the Owner within four (4) months of satisfactory completion of the Project; final payment of the A-E's shall not be due until record drawings are submitted to the Owner. A/E is responsible for collecting and reviewing all O & M manuals associated with the project which shall be turned over to the College at the completion of the project.
9. Incorporate requirements in the bid construction documents for the Contractor to supply operation and maintenance manuals, for mechanical and electrical systems prior to the systems being placed in operation. The manuals shall be complemented by graphics that describes the mechanical and electrical system design functions, suggested operating modes, and recommended maintenance procedures to be followed to obtain the optimum performance from the mechanical and electrical systems.

## **PART II ASSISTANCE BY THE OWNER**

- A. The Owner will furnish to the A-E or reimburse the A-E for the cost of furnishing:
  1. A complete and comprehensive written program to define the nature, scope, and content of the Project; and the Owner shall assist the A-E in establishing a preliminary budget for the estimated cost of constructing the Project.
  2. Test borings, samples, rock cores, and other sub-surface information.
  3. Laboratory or other tests required by the Owner to obtain basic data.
  4. All notices and/or advertisements advising of receipt of bids.
  5. Receipt and tabulation of all bids.
  6. Cost data on previously constructed projects when available.
  7. Original working drawing, including the CAD files, associated with the Project when available.
  8. Site survey of utilities and landscaping, including the CAD files, associated with the Project when available.

**PART III  
OWNERSHIP OF DOCUMENTS**

A. All documents which are prepared by the A-E and form a part of his services shall, upon completion, become the property of the Owner and shall be delivered to the Owner. The A-E shall be responsible for the protection and/or replacement of any Contract Document in his possession. The Owner shall receive all original drawings and the A-E shall retain a reproducible copy. All such documents, as instruments of personal professional service, are not to be used by the Owner on any other project unless the Owner, prior to such use, executes and delivers to the A-E an agreement in writing, absolving, releasing, indemnifying, and saving harmless the A-E for any such use; or in the alternative by providing the A-E appropriate compensation and the right and opportunity to determine the feasibility and propriety of any such intended use. Upon project completion, the A-E shall provide to Owner the electronic files containing the CAD drawings of the project, updated to include all change orders revisions.

**PART IV  
FEES AND PAYMENTS**

A. The A-E may apply to the Owner for periodic progress payment based on the value of work completed to date, through submission of invoices, at intervals not more frequent than monthly. For each of the first three phases (Schematic Design, Design Development, and Construction Documents) described in part IV.C. below, such application for payment shall not exceed 90% of the value of work completed, and compensation payable, to the A-E for the amount of his professional services performed. Upon completion of each of the first three phases, the A-E may apply for payment, through submission of an invoice, for the remaining 10% of the value work completed, provided that such payment shall not exceed the percentage of the contract price indicated in part IV.C. below. For each of the final two phases (Bid and Construction) described in part IV.C. below, the A-E may apply to the Owner for periodic progress payment based on the value of work completed without any consideration for retainage.

B. When the scope of services to be performed under this Agreement includes the Schematic Design Phase and Design Development Phase only, the A-E shall be compensated on a cost-plus basis as provided in Part IV, E.5., but in no event shall such compensation exceed thirty percent (30%) of the total compensation which is to become due and payable to the A-E upon completion of all Phases of this Agreement, as provided in paragraph C. below.

C. When the scope of services to be performed by the A-E under this Agreement includes, in addition to the Schematic Design Phase and the Design Development Phase, any one or all of the Construction Documents Phase, the Bidding Phase and the Construction Phase (when added to it by subsequent written amendments) the A-E shall be compensated as set forth in paragraph IV. A. above. At the completion of each of the Phases, and approval thereof by the Owner, the amount of applications for periodic payments submitted by the A-E on account of said compensation, shall not exceed:

- |    |  |     |
|----|--|-----|
| 1. | At the completion and approval of the Schematic Design Phase       | 23% |
| 2. | At the completion and approval of the Design Development Phase     | 26% |
| 3. | At the completion and approval of the Construction Documents Phase | 30% |
| 4. | At the completion and approval of the Bidding Phase                | 1%  |
| 5. | At the completion and approval of the Construction Phase           | 20% |

When required by the Owner to substantiate the degree of completion claimed in any such application for periodic payments, the A-E shall furnish the Owner with copies of the documents evidencing the degree of completion claimed. When this Agreement is subsequently amended to include any one or more of the aforementioned latter Phases, and compensation paid to the A-E pursuant to the preceding paragraph B. is less than the compensation payable to the A-E pursuant to the provisions of this paragraph C., then paragraph C. shall govern and the compensation paid to the A-E increased accordingly at the time of such amendments.

D. When the scope of services to be performed by the A-E under this Agreement includes the Construction Phase, applications by the A-E for periodic payments of his compensation under this Phase shall correspond to and be based upon the amount of construction work then completed by the Contractor upon the Project. If construction is delayed by circumstances beyond the control of the A-E, fees for continuing work by the A-E shall be negotiated in good faith.

E. The following general provisions are applicable to such phases of the A-E's engagement, as are appropriate:

1. Additional compensation to the A-E for any additional construction work added to the Project during the Construction Phase requiring the professional services, as hereinbefore defined, of the A-E shall be on a cost-plus basis. The basis for such additional compensations shall not include:
  - a) Additional construction work occasioned by the negligence of the A-E in rendering his services during any of the Phases hereinbefore identified;
  - b) Furnishings and equipment incorporated in the Project which are not specified or designed by the A-E;
  - c) Any construction work attributable to extra payments authorized by the Owner to Contractor(s) in settlement of claims, disputes, delays, and the like, unless the A-E is required to render services to the Owner in effecting such settlement.
2. Any construction work deleted from the Project or substantially revised during the Construction Phase, which deletion or revision required the A-E to render professional services as hereinbefore defined, shall entitle the A-E to additional compensation for such services, on the same cost-plus basis as agreed to in this overall Agreement.
3. Preparation of documents required for alternate bids shall not normally entitle the A-E to additional compensation; however, where the nature of the alternate bids requires the extensive preparation of separate drawings and/or specifications, the Owner shall determine whether the extent of such separate drawings and/or specifications shall entitle the A-E to additional compensation and if such compensation is authorized by the Owner the same shall be as provided on the same cost-plus basis as agreed to in this overall Agreement.
4. The compensation payable to the A-E under this Agreement may be reasonably reduced, in the discretion of the Owner, by reason of additional costs of constructing the Project incurred by the Owner as a result of negligent errors in, and improper coordination of the drawings and specifications comprising the Construction Documents. The amount of such reduction in compensation, if any, shall not exceed the amount of such additional costs of constructing the Project and shall not include the costs of constructing items not included in said Construction Documents. The A-E shall maintain a certificate of insurance, provided at Appendix D, with Harford Community College named as additional insured.



5. Whenever in this Agreement the A-E is to be compensated on a cost-plus basis, the same shall be at rates per the attached schedule of hourly rates shown on Appendix C. If a consultant is retained by the A-E as hereinbefore provided to render services to this Project, the A-E shall invoice the Owner the same amount charged the A-E by the consultant; however, in no case shall this exceed the per hour amount paid to the A-E working as a principal. Statements rendered by the A-E for compensation on the cost-plus basis shall be detailed as to names, dates, hours of work, and rates of pay pertaining to services furnished to the Project.
6. Should the Project be abandoned or curtailed or should the Owner cancel this Agreement at any time, the A-E shall be paid a proportionate part of the compensation due and payable to him at the completion of the applicable Phase, based on the actual work performed, wherein said abandonment, curtailment or cancellation occurs. Notice of abandonment, curtailment, or cancellation may be verbal, but shall be confirmed in writing by the Owner at which time the A-E shall immediately file with the Owner prints and other data substantiating the status of the professional services performed to the date of such action. However, no fee shall be due should this Agreement be canceled by the Owner due to the inability of the A-E to produce a satisfactory solution to the Schematic Design and Design Development Phases of professional services.
7. The Owner will not reimburse the A-E for any reasonable traveling and related maintenance expenses unless such are approved in writing by the Owner in advance, and then shall be limited to the actual amounts paid for transportation, lodging, and food.
8. The Owner may waive specific minor provisions of this Agreement on request by the A-E in the interest of expediting the Project. Any such waiver shall not constitute justification for the A-E preparing an incomplete design or constitute a waiver of any liability ensuing therefrom.
9. The A-E must notify the Owner immediately of any major changes in his organization or personnel.
10. Upon all applications for periodic payments of compensation, excepting only the first such application, the A-E shall certify in writing to the Owner, under penalty of perjury, that all consultants, the extent of whose work comprised a portion of the prior application for periodic payment, were paid to the extent of such work as was approved by the Owner within ten (20) days next succeeding the date on which the A-E received payment from the Owner for such prior application.

F. A breakdown of the A-E's costs and associated inclusions, exclusions, and assumptions are provided at Appendix B.

**PART V**  
**A-E SPECIAL PROVISIONS**

A. The A-E agrees to provide the Owner within:

1. \_\_\_\_\_ days from the date of acceptance of the Agreement, the preparation and furnishing of the SCHEMATIC DESIGN PHASE deliverables.
2. \_\_\_\_\_ days from the date of acceptance of the Owner of the Schematic Design deliverables described in paragraph 1 above, the preparation and furnishing of the DESIGN DEVELOPMENT PHASE deliverables.
3. \_\_\_\_\_ days from the date of acceptance by the Owner of the Design Development Phase deliverables described in paragraph 2 above, the preparation and furnishing of the CONSTRUCTION DOCUMENT PHASE deliverables.
4. \_\_\_\_\_ days/ months from the date of acceptance by the Owner of the CONSTRUCTION DOCUMENT PHASE deliverables described in paragraph 3 above, the preparation and furnishing of the CONSTRUCTION ADMINISTRATION PHASE deliverables.

B. If the A-E fails to prosecute the preparation of the drawings, specifications, and other documents with such diligence as will maintain the above schedule to assure completion by the dates agreed upon, or should the A-E fail to render the construction administration as described herein, or should the A-E or his employees or associates render unsatisfactory or incompetent services, the Owner may terminate this contract upon ten (10) days written notice of his intention to do so.

C. The A-E may not assign or transfer any interest in this Agreement except with written approval of the Owner. In the event that death or other cause necessitates substitution by the Owner or another A-E in place of the party hereto in order to complete the services called for by the Agreement, the Owner and A-E shall determine the division of the fee between the substitution and the A-E who is party hereto.

D. All questions involving interpretation of this Agreement which cannot be settled by agreement between the A-E and Owner shall be referred to the College Attorney for a recommended decision. If the College Attorney opinion is not acceptable to the A-E, then the question shall be submitted to arbitration, in accordance with paragraph E. below.

E. All disputes, claims, or questions subject to arbitration under this Agreement shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Assn., then obtaining. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. However, nothing contained in this paragraph shall be construed to be a surrender or waiver of the sovereign immunity of the Owner in the event that suit is instituted against the Owner arising out of the matters dealt with under this Agreement.

1. Arbitration may be requested by either party, notifying the other in writing concerning the submission of a particular matter to arbitration.
2. Within ten (10) days after receipt of such notification, the parties shall meet and decide upon one (1) arbitrator agreeable to both parties if possible. If not possible, within five (5) days after the initial meeting, each party shall name in writing one (1) arbitrator. These two (2) shall meet and select a third arbitrator. In event they cannot agree on the third arbitrator, within ten (10) days of their appointment then the first two (2) arbitrators shall resign and others shall be appointed in

the same manner as heretofore provided. The same procedure shall follow until the third arbitrator is selected.

3. If one (1) party fails to appoint an arbitrator within the period of time above specified then the decision of the arbitrator appointed by the first party shall be binding on all parties concerned.
4. Compensation to arbitrators shall be as follows: On completion of their services if three (3) arbitrators have performed, each party will pay the arbitrator appointed by him directly, with the third arbitrator paid half by each party. If only one (1) arbitrator performs, each party shall pay him equal shares.
5. Each party will furnish to the arbitrators any papers or information demanded; refusal to do so shall result in arbitrators proceeding to the best of their ability without such papers or information.
6. Arbitrator or arbitrators shall act promptly; if one (1) arbitrator, his decisions shall be binding on all parties; if three (3) arbitrators, the decision of any two (2) shall be in writing and final, and not open to objection on account of the form of the proceedings or the form of decision or award.
7. A matter submitted to arbitration shall not be reason to stop performance under this Agreement, and the A-E shall continue to perform the services provided for herein above.



**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and the duly authorized representative of (name of business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**C. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

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**D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

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## **E. AFFIRMATION REGARDING COLLUSION**

### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

## **F. FINANCIAL DISCLOSURE AFFIRMATION**

### **I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

### **I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

## **H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

### **I FURTHER AFFIRM THAT:**

(1) The business named above is a (Check one) \_\_\_\_\_ Maryland (domestic) corporation \_\_\_\_\_ foreign (non-Maryland) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of

Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**I. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

**J. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Legal Representative and Affiant)

Federal Employer Identification Number (FEIN): \_\_\_\_\_

## **PRICE/FINANCIAL PROPOSAL FORMS**

These forms shall be provided to the short listed firms after the second phase technical proposal and oral presentation.



**BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the state of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of (\$ \_\_\_\_\_), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_; NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) day if no period is specified) after receipt of the forms, or in the event failure so to execute such further contractual documents and give such bonds, id the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

\_\_\_\_\_  
In Presence of Witness

\_\_\_\_\_  
Individual Principal

..... as to  
.....(SEAL)

\_\_\_\_\_  
In Presence of Witness

\_\_\_\_\_  
Co-Partnership Principal

.....(  
(Name of Co-Partnership)

..... as to By:  
.....(SEAL)

..... as to  
.....(SEAL)

..... as to  
.....(SEAL)

Corporate Principal

Attest:

.....  
(Name of Corporation)

AFFIX SEAL

..... as to By:

.....CORPORATE PRESIDENT

.....CORPORATE SECRETARY

.....  
(Surety)

AFFIX SEAL

Attest:

By:

.....CORPORATE

Title: .....

.....  
Signature

Bonding Agent's Name:.....

.....  
(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this.....day\_\_\_\_\_of 20.....

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (title) and the duly authorized representative of \_\_\_\_\_ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_.

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**END OF DOCUMENT**