

Anne Arundel County
REQUEST FOR PROPOSALS
RFP No. 12-004R
JOB ORDER CONTRACTING (JOC)



ANNOUNCEMENT

ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland
JOB ORDER CONTRACTING (JOC)
RFP NO. 12-004R
NOTICE TO OFFERORS

Specifications and Proposals for providing the subject items or services are available at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **3:00 P.M.**, local time, **Thursday, April 12, 2012**, at the same location after which they will be acknowledged. **Proposals received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Offerors: Anne Arundel County Purchasing Division will no longer automatically mail complete RFP packages. Instead, we encourage anyone receiving this Notice to review and download an RFP package from either the County website at www.aacounty.org or www.eMarylandMarketplace.com. A copy of the RFP package may also be picked up at the above address during normal business hours.

****IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to the deadline for submitting a Proposal. It is the potential Offeror's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to deadline for submitting proposals, all Offerors shall register for this Request for Proposals with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.**

A Pre-Proposal Conference has been scheduled for Monday, March 12, 2012, at 10:00 A. M. at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland, 21401. All Offerors are strongly encouraged to attend. This RFP will be discussed, and Offerors' questions will be answered. **Offerors should register for the Pre-Proposal Conference at least 48-hours in advance of the meeting date and time by contacting the Buyer, Michele Adams at 410-222-7147 or e-mail, phadam22@aacounty.org. If no Offerors register, the meeting may be cancelled without further notice to the Offerors.**

A Proposal Deposit in the form of a certified check or Proposal Bond in the amount of \$1,000.00 is required for this Request for Proposal ("RFP"). Failure to submit a valid Proposal Deposit with Proposal, when required, shall nullify the Proposal. ****All Proposal Deposits submitted by check WILL be deposited into a County account.****

Note: Questions concerning this RFP shall be directed to Michele M. Adams, Assistant Purchasing Agent, (410) 222-7147.

William L. Schull, C.P.M., CPPB
Purchasing Agent
February 27, 2012

SOLICITATION CHECK LIST

This Checklist is Provided for Your Convenience

- _____ Proposal shall be delivered to the County Purchasing Division no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- _____ Did an authorized company representative sign the Proposal?
- _____ Did an authorized company representative sign and notarize the Affidavit form?
- _____ Did you include the required signature authority documents, if required?
- _____ Did you include a signed copy of the completed Vendor Information Form?
- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.
- _____ If this Solicitation requires a Proposal Deposit, did you include one?
- _____ Did you provide the required number of copies of your response?
- _____ Is the outside of the submittal envelope or box marked with the Proposal Number, the title, the due date, your company name, and your company address?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with your Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Proposal, the Proposal shall be considered null and void, and therefore, will be rejected.

- (A) Proposal Deposit
- (B) Technical and Cost Proposals

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Vendor Information Form

Firm Name: _____

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No. /SS#: _____

Street Address: _____

City and State: _____ Zip Code _____

Business Phone: _____ Date: _____

Fax Number: _____ Terms of Payment: _____

Contact Name and Title: _____

Email Address: _____

Website Address, if available: _____

Registration No. Issued by the Maryland Dept. of Assessment and Taxation*:

(*See Section 5.4 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: _____

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). *(Write "none" if there are no affiliations.):*

• Name: _____ Affiliation: _____

County Agency or Company Name Where Employed _____

• Name: _____ Affiliation: _____

County Agency or Company Name Where Employed _____

• Name: _____ Affiliation: _____

County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations Black Male Black Woman Women Asian Hispanic None

Printed Name and Title of Agent: _____

Signature of Agent*: _____

(*See Section 1.6.11 – Signatures Required for Legal Entities)

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1.0 GENERAL INFORMATION AND SPECIFICATIONS

The paper hard copy version of the Request for Proposal (“RFP”) as released by the Anne Arundel County Purchasing Division shall prevail over any electronic versions.

1.1 Introduction

- 1.1.1 Anne Arundel County, Maryland (“County”) is soliciting proposals from qualified firms for Job Order Contracting (JOC) to provide indefinite delivery, indefinite quantity (IDIQ) construction services for minor construction, renovation, repair, replacement and alteration projects throughout the County. Services will be requested on an as-needed, if-needed basis, and this contract is neither exclusive nor a commitment by Anne Arundel County that the Successful Offeror’s services will be required. During the term of the JOC, work shall be performed by way of individual job orders. Each job order, initiated by the County, is defined cooperatively by the county and Successful Offeror. Scope, schedule, price and liquidated damages (if applicable are agreed upon in an executed Notice to Proceed letter prior to proceeding with the Work.

These services will be priced based upon a coefficient applied to pre-described and pre-priced tasks contained in the Unit Price Book (UPB). The UPB shall be the current edition of the RS Means Facility Construction Cost Data for Baltimore City, which contains pricing formation for the description of work to be accomplished in the unit of measure specified.

- 1.1.2 There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.
- 1.1.3 The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror.

1.2 Term of Engagement

The obligations of the County under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall be for a period of one (1) year commencing on or about July 1, 2012, with the option to renew the Contract for up to four (4) additional one-year periods at the sole option of the County. Any one-year renewals shall be subject to the availability and appropriation of County funds.

1.3 Subcontracting

The County will enter into a Contract with the Successful Offeror only. The Successful Offeror shall be responsible for products and services required by the RFP. Subcontractors, if any, shall be identified in the Proposal with a complete description of their role relative to the Offeror. The name and credentials of any proposed subcontractors shall be clearly identified in the Proposal.

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1.4 Request for Clarification of Requirements

Prospective Offerors may make a written request concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Questions shall be submitted in writing or by fax on Offeror's letterhead. E-mailed questions will not be accepted.

Direct all requests and correspondence in writing to:

Anne Arundel County Purchasing Division
Office of the Purchasing Agent
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401
Fax: (410) 222-7624

All envelopes containing questions shall be clearly marked "Inquiry for RFP, No. 12-004R "Job Order Contracting (JOC)" to facilitate handling and distribution.

1.5 Time Requirements

1.5.1 Proposed Calendar

The following is a list of key dates up to and including the date Proposals are due to be submitted:

Request for Proposal Issued	February 27, 2012
Pre-Proposal Conference	March 12, 2012, at 10:00 a.m. local time
Deadline for submitting request for clarification of requirements	March 16, 2012, at 3:00 p.m., local time
Proposal Closing Date/Time	April 12, 2012, at 3:00 pm, local time
Successful Offeror Notified	May 15, 2012 (approximate)
Contract Start Date	July 1 2012

1.5.2 Pre-Proposal Conference

1.5.2.1 A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 10:00 a.m. on March 12, 2012, at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland, 21401, to answer questions about the RFP and the goods or services to be provided hereunder. Both verbal and written questions will be accepted during the Conference. While attendance is not mandatory, all Offerors are encouraged to attend. All interested parties shall be provided with a copy of the minutes of the Pre-Proposal Conference by addendum.

1.5.2.2 While every effort will be made to answer any questions concerning this RFP raised by potential Offerors at the Pre-Proposal Conference, such answer shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum.

1.5.2.3 Offerors should register for the Pre-Proposal Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer, **Michele**

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Adams at 410-222-7147. If no Offerors register, the meeting may be canceled without further notice to the Offerors.

1.5.3 **Clarifications**

Any Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning or feeling that the Specifications are discriminatory shall notify the County Purchasing Agent in writing. Written or faxed requests for clarification of the requirements shall be received in the County Purchasing Office no later than March 9, 2012, at 3:00 p.m. to ensure adequate time to prepare responses.

1.5.4 **RFP Closing Date**

1.5.4.1 Technical Proposals and Cost Proposals, separately sealed and prominently marked, shall be received in the County Purchasing Division, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401 no later than April 12, 2012, at 3:00 pm, local time. There will be no public opening. Proposals submitted in response to this RFP are irrevocable for 120 days after the RFP closing date.

1.5.4.2 It is the responsibility of the Offeror to ensure that their Proposal is received in the Purchasing Division before the deadline. Offerors mailing Proposals shall allow ample mail delivery time to ensure timely receipt of their Proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. Timely receipt of Proposals shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that the Purchasing Office personnel stamp their Proposals by the deadline indicated.

1.5.4.3 Submissions shall be clearly identified on the outside of the packet as Proposals for the Anne Arundel County RFP No. 12-004R Job Order Contracting (JOC). Proposals will not be accepted by facsimile or e-mail transmission.

1.5.4.4 Each Proposal shall be accompanied by the notarized Affidavit (non-collusion oath with respect to bribery) on the form attached and executed by the Offeror. In the event the Offeror is not an individual, the Affidavit shall be executed by a duly authorized representative of the Offeror.

1.6 General Information for Offerors

1.6.1 **Communications**

Contact with any County representative concerning this RFP, other than as stated herein, is prohibited. "County representative" shall include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

1.6.2 **Reservations**

1.6.2.1 The Purchasing Agent may reject all Proposals and cancel the RFP, may reject parts of all Proposals, or may reject all Proposals for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby.

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A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

- 1.6.2.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Proposals as the interest of the County may require.
- 1.6.2.3 The quantities appearing in this RFP are approximate only and are prepared for the canvassing of proposals. Payment to the Successful Offeror will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the RFP.
- 1.6.2.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.6.2.5 The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.6.3 **Addenda**

- 1.6.3.1 ****IMPORTANT NOTICE****: The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at www.aacounty.org/CentServ/Purchasing/index.cfm to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to the Proposal due date, all Offerors shall register for this Request for Proposals with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.
- 1.6.3.2 Addenda become part of the RFP and shall be acknowledged by each Offeror. Failure to acknowledge any addenda shall not relieve the Offeror of compliance with the terms thereof. The County assumes no responsibility for oral communications.

1.6.4 **Disclaimer**

All information in this RFP is based on the best data available. The County, however, does not warrant the accuracy of this information or the underlying data. Each Offeror bears the responsibility for making its own assessment of the information and posing questions according to the procedures set forth herein.

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1.6.5 **Economy of Preparation**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to satisfy the requirements of this RFP.

1.6.6 **Incurred Expenses**

Offerors are responsible for all costs associated with responding to this RFP, including Proposal preparation and submission and travel costs incurred in connection with oral presentations or other pre-award procedures.

1.6.7 **Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

1.6.8 **Public Information Act Notice**

Offerors shall identify any portions of their Proposals deemed to contain confidential or proprietary information or trade secrets and provide justification of why such material, upon request, should not be disclosed in accordance with the Maryland Public Information Act, Maryland State Government Code Annotated, §§10-611, et seq.

1.6.9 **Evidence of Contractor Responsibility**

The County may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary, to determine Offeror responsibility, to verify Offeror performance in similar installations, to determine reliability and suitability for intended use of products offered, and to verify the accuracy of information contained in Offeror's Proposal.

1.6.10 **Ownership and Retention of Records**

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of the County. The Successful Offeror shall retain all records and documents related to work performed under any Contract awarded pursuant to this RFP for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

1.6.11 **Signatures Required for Legal Entities (for Contracts Exceeding \$150,000)**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

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TYPE OF LEGAL ENTITY:

Company/Corporation or Professional Service Corporation <i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i>	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY: Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority
Limited Partnerships <i>("L.P.")</i>	NO PROOF NEEDED IF SIGNED BY: General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership
Limited Liability Company / Corporation <i>("LLC" or "LC")</i>	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

1.7 Executive Order #24

Pursuant to Executive Order 24, Offerors are required to comply with all applicable laws and regulations relating to the employment of aliens. If an Offeror fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Offeror's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this RFP, the Offeror certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

1.8 Substitutes

- 1.8.1 When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.8.2 For all items not designated "no substitutes", the County will consider a "County-

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approved equivalent". Equivalent items will be considered provided descriptive literature and specifications accompany the RFP response. Each Offeror shall indicate in its Proposal "as specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Offeror shall indicate clearly the goods on which it is proposing, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be included in the Proposal.

1.9 Material Safety Data Sheets

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a material safety data sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Offeror. This requirement also applies to any goods used by the Successful Offeror when providing a service to the County.

1.10 Inspection

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

1.11 Law and Regulations

The Successful Offeror shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Offeror shall protect and indemnify the County and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Offeror and by any subcontractors, agents, or employees.

1.12 References and Alternate Terms

Any reference that may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Offeror and shall be disregarded by the County.

1.13 Integration

The RFP, the Successful Offeror's Proposal, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties herein.

1.14 Most Favored Public Entity

The Successful Offeror agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

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1.15 Warranty and Service

The Successful Offeror warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

1.16 Delivery/Installation of Goods

1.16.1 Successful Offeror shall guarantee delivery of goods to the County as proposed, between the hours of 8:30 a.m. and 3:00 p.m., local time, Monday through Friday, excluding County holidays.

1.16.2 Successful Offeror shall state the number of calendar days required to deliver each item to the County following notification of an award.

1.16.3 Successful Offeror shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchases, and if applicable, the name, model, and serial number.

1.16.4 All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Proposal. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

1.16.5 The County Purchasing Agent reserves the right to charge the Successful Offeror liquidated damages, as described in Section 5.9, per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Proposal Deposit or final payment, or charged back to the Successful Offeror.

1.17 Proposal Deposit

1.17.1 A Proposal Deposit in the form of a certified check or Proposal Bond may be required when indicated on the announcement page of this RFP. Failure to submit a Proposal Deposit with Proposal, when required, shall nullify the Proposal.

1.17.2 If a Proposal Deposit is required, it shall be in the form of a certified check (made payable only to Anne Arundel County, Maryland) or Proposal Bond. Failure to submit a Proposal Deposit when required to do so shall result in a rejection of the Proposal. A certified check made payable to anyone other than, or in addition to, Anne Arundel County, Maryland, shall be null and void and shall result in rejection of the Proposal.

1.17.3 Proposal Deposits will be returned to unsuccessful Offerors upon the award of the Contract. The Proposal deposit will be returned to the Successful Offeror upon execution of a Contract, the meeting of bond requirements, and the Successful Offeror has provided all required documents.

1.17.4 Nonperformance by a Successful Offeror, or its failure to execute the agreement, meet bond requirements and provide all required documents within ten (10)

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business days after the award shall result in the Proposal Deposit being forfeited to the County as liquidated damages.

1.18 Returned Goods Policy

- 1.18.1 The County shall apply the following policy to returned goods throughout the term of the Contract. By responding to the RFP, the Successful Offeror acknowledges it has read, understood, and agreed with the following policy.
- 1.18.2 Returns generated by the Successful Offeror's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Offeror with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Offeror shall bear all freight and delivery charges.
- 1.18.3 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Offeror. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Offeror may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Offeror's published restocking charge, which is less. The County shall reimburse the Successful Offeror for original freight charges, if applicable, and shall bear the freight cost of returned goods.
- 1.18.4 Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Offeror. Restocking charges cannot exceed the Successful Offeror's published catalog restocking fee for such returns. The County shall reimburse the Successful Offeror for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

1.19 Performance, Labor, and Material Bonds

- 1.19.1 For any individual construction project in excess of \$50,000 (including the initial quote and any subsequent County-approved change orders), the Successful Offeror shall provide bonding as detailed below. The Anne Arundel County Code 2005, Article 8, Title 2, Section 115 shall govern this Contract requirement. The Code does not allow for any exceptions to the bonding requirement. At no time shall any waiver of the bonding requirement be allowed under this Contract.
- 1.19.2 Performance Bond. Within ten (10) calendar days of the award of an individual construction project valued at \$50,000 or above, or when the amended cost of the project reaches or exceeds this limit, and before beginning any work, the Successful Offeror shall submit Bonds in favor of the County and be executed by a surety company authorized to do business in the State of Maryland. The Performance Bond shall be equal to 100% of the estimated or amended project total. The Labor & Material (Payment) Bond shall be equal to 50% of the estimated or amended project total. In lieu of the Bonds, the Purchasing Agent, at his or her sole discretion, may accept an irrevocable letter of credit, an irrevocable assignment of a bank account, cash, or cashier's check in the required amounts.

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- 1.19.3 The amount of the Bond or other security shall not be in the nature of liquidated damages and shall not limit the liability of the Successful Offeror to the County in the event of a breach by the Successful Offeror.
- 1.19.4 The Bond shall be on the currently accepted form as provided by the County. A copy of each currently County-approved Bond form is attached to this RFP (if applicable). The County reserves the right to modify the Bond forms from time to time at the County's sole discretion.
- 1.19.5 For Blanket Order Contracts Only: The Bond shall be billed to the County under the "Materials for Special Projects" proposal line at cost.

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2.0 NATURE OF SERVICES REQUIRED

2.1 General

The County is soliciting the services of qualified parties to provide Job Order Contract (JOC) services. This is an indefinite delivery indefinite quantity contract for the performance of minor construction, renovation, repair, replacement, alteration, and maintenance projects estimated to cost less than One Hundred Thousand Dollars (\$100,000) each on an as-needed basis by various Departments of Anne Arundel County Government. The specific work requirements will be identified in Job Orders to be issued by the County in accordance with the provisions contained in this RFP.

Contract will be awarded on the basis of a number of factors including qualifications, past performance, previous JOC experience, ability to handle multiple jobs, qualifications of key personnel, financial status, safety record, quality assurance and project management methods.

2.2 Scope of Work to be Performed

- 2.2.1 Work will consist of a collection of task specifications, to be detailed on a project-by-project basis. The Successful Offeror may be required to hire licensed Architect/Engineering consultants for purposes of design, construction drawings, and specifications of various types of construction modifications. The consultant shall have at least five (5) years architectural/engineering experience. Anne Arundel County has the right to reject any consultant that does not meet the State of Maryland licensing Architectural/Engineering criteria. It is the Successful Offeror's responsibility to obtain and pay for building permits, if required. This Contract may cover all types of minor construction, renovation, maintenance, repair, replacement, and alterations, both programmed and emergency. The Successful Offeror shall be paid only in accordance with the agreed upon price, and there shall be no monthly management or contract handling fees
- 2.2.2 Capital Construction Project tasks shall be constructed in accordance with the provisions of the Anne Arundel County Government July 1, 2006 "Standard Details and Specifications for Construction and Design Manual" and any subsequent revisions thereto.
- 2.2.3 The County reserves the right to undertake performance by County forces or other contractors of the same type or similar work as contracted for herein, as the County deems necessary or desirable, and to do so will not breach or otherwise violate this Contract.

2.3 Proposal Volumes

- 2.3.1 Proposals shall consist of a Past Performance Volume, a Technical Volume, and a Cost Volume.
- 2.3.2 The Past Performance Volume shall be included in the Technical Proposal and shall include a description of the overall reputation of the Offeror and their business operations. It shall also provide detailed information regarding the reputation of the Offeror and the Offeror's goods and services; the quality of the Offeror's goods and services; the Offeror's past relationship with Anne Arundel

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County's divisions, if any; and any other relevant factors.

- 2.3.3 The Technical Volume shall also be included in the Technical Proposal and shall provide information on the Offeror's plan to manage the JOC to include project management, subcontracting procedures and staffing.
- 2.3.4 The Cost Volume will provide the Successful Offeror's coefficients for normal hours (M-F, 7 a.m. to 5 p.m.), for "other hours" (any times other than the normal hours when the County directs the Successful Offeror to work), and for non-pre-priced work as defined in paragraph 2.5 below. Also provide a brief explanation of the rationale for these coefficients and the Successful Offeror's history for submitting claims and change orders.
- 2.3.5 Information obtained from any volume of the Proposal or any other public source may be used in the evaluation. Offeror shall indicate all information considered proprietary, which may not be released outside the County. Proprietary information shall be identified in the Proposal. See Section 5.25 for proper format.

2.4 Blanket Contract

- 2.4.1 The agreement set forth is essentially a price agreement and the execution of the agreement does not authorize the Successful Offeror to deliver or release any material to any department in the County. Authorization for materials to be delivered or services rendered shall be by Purchase Order issued by the Purchasing Agent.
- 2.4.2 Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Successful Offeror. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

2.5 Unit Price Book

The Unit Price Book (UPB) for this Contract shall be the current edition of the RS Means Facilities Construction Cost Data. The Baltimore City Index Weighted Average City Cost Index (CCI) and the prices in the "Total, incl. O&P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the Baltimore City Cost Index and the designated coefficient to determine the lump sum cost of job orders. The current version of RS Means Facilities Construction Cost Data shall also apply upon execution of any Contract extensions.

2.6 Non-Prepriced Work

Items that cannot be found in the UPB shall be considered "non-pre-priced." If any item, basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item if appropriate rationale and documentation is provided in the final line item proposal. If a like item cannot be found, the Successful Offeror shall obtain three quotes and provide them to the County's Representative. The lowest price for an acceptable product shall be accepted. Non-pre-priced work or products shall be added to the project cost proposal without markup.

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2.7 Project Initiation

- 2.7.1 The County Representative schedules a site evaluation visit and conference with the Successful Offeror. The site visit shall occur within five (5) working days after initial contact of Successful Offeror by the County Representative.
- 2.7.2 The County Representative, Successful Offeror, and user agency (if applicable) will conduct a site evaluation visit and conference. During this meeting the following items shall be discussed and established:
- Setting of project number and title
 - Performance of site investigation
 - Method and alternatives for accomplishing project work
 - Definition and refinement of requirements
 - Refine detailed scope of work, including any special instructions or conditions that may exist.
 - Identify requirements for plans, sketches, shop drawings, etc.
 - Determine time requirements for completion
 - Identify preliminary quantities which the Contractor establishes for use in developing the project estimate.
- 2.7.3 The County Representative will formally request the Successful Offeror to make a project estimate by listing the project title and work request number, identifying scope of work, and stating any special instructions or known conditions that may exist. This information shall be contained in the site evaluation minutes to be written by the County Representatives following the site evaluation visit with the Successful Offeror, user, and County Representative.
- 2.7.4 Other information shall include a project description. The description shall contain sufficient detail to assure that the Successful Offeror can properly prepare a responsive and cost-effective fixed fee or Guaranteed Maximum Price (GMP) that will allow informed monitoring of the Successful Offeror's performance. The description may be a simple statement of work, but may include sketches and enough supporting information to adequately describe the scope of work. More extensive and complex projects may require more detailed information and drawings. Normally, formal detailed drawings and specifications are not required for these projects. However, if necessary, an A/E firm may be retained for the County to develop a project to the level required for a proper fixed fee or GMP to be established.
- 2.7.5 The County will furnish copies of available record drawings and specifications which are pertinent to the facility involved. However, these construction documents are not warranted to show conditions as they actually exist. The Successful Offeror shall verify (by field investigation) information shown on the record drawings (which is relevant to the project) for accuracy to ensure a quality designed project.
- 2.7.6 County-furnished property or equipment, if any, will be identified in the project description. The Successful Offeror with his own forces shall transport all County-furnished equipment/materials described from the County storage area to the work site indicated. Upon receipt, the Successful Offeror assumes the risk and responsibility for the loss or damage to County furnished property. The Successful Offeror shall follow the instructions of the County Representative

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regarding the disposition of all County furnished property not consumed in the performance of a project.

- 2.7.7 Time for submittal of the Successful Offeror's fixed fee or GMP for individual projects shall depend on the complexity and urgency of the project, but in no event shall exceed seven (7) days.
- 2.7.8 In emergency situations and for projects requiring immediate completion, the Successful Offeror's proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, the Successful Offeror may begin work immediately, with the Purchase Order to follow.

2.8 Project Pricing

- 2.8.1 The Successful Offeror shall be responsible for preparing a detailed fixed fee or GMP by identifying tasks, preparing working drawings, shop drawings, establishing quantities, pricing tasks, developing construction schedules, preparing the project cost estimate and obtaining building permits.
- 2.8.2 All fees, permits other than building permits licenses, etc, including the sewer connection fees shall be included in the Successful Offeror's proposal. It is solely each Successful Offeror's responsibility to contact and verify with each governing agency or utility company all requirements includes fees, permits connections, etc., and also to verify exact amount of charge, if any.
- 2.8.3 The Successful Offeror shall prepare a fixed fee or GMP in sufficient detail to allow the County's Representative to conduct a meaningful evaluation of the Successful Offeror's estimate for each project.

2.9 PREPARATION OF PROJECT PRICE PROPOSAL

The Successful Offeror shall prepare Project Price Proposals in accordance with the following:

- 2.9.1 Pre-Priced Tasks: A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Unit Price Book. For Pre-priced Tasks the Successful Offeror shall identify the Task from the Unit Price Book and the quantities required.
- 2.9.2 Non Pre-Priced Tasks: A Non Pre-priced Task is a Task which is not in the Unit Price Book.
 - 2.9.2.1 If the Successful Offeror will perform the Non Pre-priced Task with its own forces, it shall submit three independent quotes for all materials to be installed and shall provide a breakdown of the labor and equipment costs.
 - 2.9.2.2 If the Non Pre-priced Task is to be subcontracted, the Successful Offeror shall submit three independent bids from Subcontractors. The Successful Offeror shall not submit a quote or bid from any supplier or Subcontractor that the Successful Offeror is not prepared to use. The County may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not deemed reasonable by the County.

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- 2.9.2 Successful Offeror shall exclude the General Requirements line items when pricing projects. These items shall be considered when the Successful Offeror provided the co-efficient. The County will only accept total Overhead and profit.
- 2.9.3 In the event permits are required for a project, the Successful Offeror shall provide a separate line item for permits.
- 2.9.4 In the event the estimated cost of a project exceeds fifty thousand dollars (\$50,000) the Successful Offeror shall provide a 100% performance bond and 50% labor and material bond. Successful Offeror shall provide a separate line item for the bonds.

2.10 Work Initiation

- 2.10.1 All correspondence and data submitted by the Successful Offeror under this Contract shall reference the contract number of the specific project, project number and title, and the purchase order number, if applicable.
- 2.10.2 The Successful Offeror shall not commence work until receipt of the Successful Offeror's acknowledgment of the Notice to Proceed letter for the project(s) listed on that form. The Notice to Proceed will be issued by the Purchasing Agent. The Successful Offeror shall provide required Payment and Performance Bonds to the Purchasing Division for each Project prior to the Notice to Proceed, unless annual bonding has been provided in advance. For any individual Project \$50,000 or greater, the Successful Offeror shall provide a Performance Bond and Labor and Material Bond as detailed below. The Anne Arundel County Code 2005, Article 8, Title 2, Section 115 shall govern this Contract requirement. The Code does not allow for any exceptions to the bonding requirement. At no time shall any waiver of the bonding requirement be allowed under this Contract.
- 2.10.3 **Performance Bond.** Within ten (10) calendar days of the award of an individual construction project, valued at \$50,000 or above, or when the amended cost of the project reaches or exceeds this limit, and before beginning any work, the Successful Offeror shall submit Bonds in favor of the County and executed by a surety company authorized to do business in the State of Maryland. The Performance Bond shall be equal to 100% of the estimated or amended project total.
- 2.10.4 **Labor and Material (Payment) Bond.** Within ten (10) calendar days of the award of an individual construction project, valued at \$50,000 or above, or when the amended cost of the project reaches or exceeds this limit and before beginning any work, the Successful Offeror shall submit a Payment Bond in favor of the County and executed by a surety company authorized to do business in the State of Maryland. The Labor and Material (Payment) Bond shall be equal to 50% of the estimated or amended project.
- 2.10.5 In lieu of the Bonds, the Purchasing Agent, at his or her sole discretion, may accept an irrevocable letter of credit (submitted on County's form), an irrevocable assignment of a bank account, cash, or a cashier's check in the required amounts.

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- 2.10.6 The amount of the Bond or other security shall not be in the nature of liquidated damages and shall not limit the liability of the Successful Offeror to the County in the event of a breach by the Successful Offeror.
- 2.10.7 The Bond shall be on the currently accepted form as provided by the County. A copy of each currently County-approved Bond form is attached to this RFP. The County reserves the right to modify the Bond forms from time to time at the County's sole discretion.
- 2.10.8 For each project, Anne Arundel County will issue a Purchase Order that will serve as a "Notice to Proceed". The first day of performance shall be the effective date specified in the Purchase Order. Any preliminary work started or materials ordered or purchased before receipt of the Purchase Order shall be at the risk and expense of the Successful Offeror. The Successful Offeror shall diligently prosecute the Work to completion within the time set forth in the Purchase Order and approved Construction Schedule. The period of performance includes allowance for mobilization, holidays, weekends, inclement weather, and cleanup, therefore claims for delay based on these elements will not be allowed. When the Successful Offeror considers the Work complete and ready for its intended use, the Successful Offeror shall request the County representative to inspect the Work to determine the status of completion. When the County representative determines the Work is substantially complete, the County Representative will issue a conditional acceptance with a list of items to be completed or corrected prior to final payment for the Purchase Order. The Successful Offeror shall proceed promptly to complete and correct items on the list.
- 2.10.9 The Successful Offeror shall commence the work outlined in the Notice to Proceed upon acknowledgment, and complete the entire work no later than the completion time specified on the Notice to Proceed letter, if applicable. The time stated for completion shall include final cleanup of the premises. If sufficient reason exists not to acknowledge a Notice to Proceed, the rationale shall be provided in writing to the County Representative within three (3) days of receipt of the Notice to Proceed.
- 2.10.10 Within three (3) working days after the Notice to Proceed, the Successful Offeror shall deliver to the County Representative a completed consultant and subcontractor's list. The Successful Offeror shall list each consultant and subcontractor that can be reasonably anticipated to be needed during the course of this contract. Should any consultant or subcontractor vary from the subcontracting opportunity information previously given, the Successful Offeror shall notify the County Representative before a different subcontractor is used. Approval of any and all consultants and subcontractors may be withheld by the County.
- 2.10.11 The Successful Offeror shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Successful Offeror at to cost to the County.
- 2.10.12 The Successful Offeror shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen etc. as required for each Purchase Order at no additional cost to the County. Proposed traffic control methods shall be submitted to the County for final approval.

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- 2.10.13 The Successful Offeror shall be responsible for obtaining and paying for all required permits. Permits for work under this Contract will be issued to the Successful Offeror by the County's Inspections and Permits Division.
- 2.10.14 If the Successful Offer is delayed in the completion of his/her work by reason of unforeseeable causes beyond his/her control and without his/her fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the County, acts or neglect of any other contractor, fires, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotion, or freight embargoes, the period specified for the completion of his/her work shall be extended by such time as shall be fixed by the County.
- 2.10.15 Unless otherwise noted, all work under this Contract shall be done in accordance with Anne Arundel County Department of Public Works Specifications for Construction, latest edition, with all current amendments.

2.11 Work Schedule

- 2.11.1 All work schedules shall be coordinated between the County Representative and the Successful Offeror prior to the start of any and all projects.
- 2.11.2 Work schedules shall be submitted to the County Representative and approved prior to start of work at the job site. The work schedule shall include the Successful Offeror's submittal of Record Drawings after the work is complete. Approved schedules shall not be changed without prior County approval. A schedule which does not reflect steady and reasonable progress throughout the construction period shall be rejected.
- 2.11.3 The Successful Offeror shall confer with the County Representative and agree on a sequence of procedures and means of access to premises and building, space for storage of materials and equipment, delivery of materials and use approaches, location of partitions, eating spaces and restrooms for the Successful Offeror's employees and the like.
- 2.11.4 Delivery of materials and equipment shall be made with minimum interference to County operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions are begun.
- 2.11.5 Meetings between the Successful Offeror and County Representative shall be held, when needed, to discuss any problems or scheduling of work.
- 2.11.6 If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so shall be requested in writing to the County Representative ten (10) working days prior to commencing that work.
- 2.11.7 Work in connection with this Contract which requires utility outages, electrical, water, gas, etc. which will close down or limit normal activities in the building, construction area, or other affected areas, shall be performed by the Successful Offeror at a time other than the using agency's normal working hours. Any and all other utility outages necessitated by the Successful Offeror's work shall be requested in writing by the Successful Offeror at least seven (7) working days prior to the proposed outage. The request shall be directed to the County

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Representative and shall stipulate the specific utility system(s), and circuits, to be affected, the location of the work, the time at which the shutdown will occur, and the duration of the outage of each system. Outages shall be kept to a minimum both in number and in duration. Where multiple outages are required, as many outages as can be accurately scheduled shall be submitted as a group.

2.11.8 The Successful Offeror shall coordinate and schedule all necessary inspections required by Anne Arundel County Inspections and Permits.

2.11.9 Successful Offeror shall provide a complete set of Record drawings (as-builts) showing original contracted work and any changes during construction.

2.12 Site Security - Existing, Occupied Buildings

2.12.1 Successful Offeror shall provide its employees with identification tags. Tags shall be worn during the performance of the contract services.

2.12.2 Certain projects may require that the Successful Offeror's personnel and its subcontractors for that project have Background Records Check.

2.13 Site Maintenance

Parking of the Successful Offeror's vehicles shall be restricted to designated areas near the work. At the beginning of the Contract, the Successful Offeror shall provide the County Representative with a telephone number(s) at which the Successful Offeror or his representative may be contacted at any time during regular working hours, and an after-hours emergency phone.

2.14 Construction Changes

2.14.1 The Successful Offeror shall be responsible for the coordination and proper relation of the work. The Successful Offeror shall field verify all dimensions and advise the County Representative of any discrepancies prior to the proceeding with that phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

2.14.2 During the progress of the job, the Successful Offeror shall keep a complete record at the job site of all changes, and corrections from the layouts shown on the drawings, if applicable. The Successful Offeror shall enter such changes and corrections on contract or record drawings promptly, and submit record drawings prepared by the Successful Offeror's Architecture/Engineering consultants on Mylar reproductions and on electronic format to the County Representative upon completion of work.

2.14.3 Change in the construction shall be preapproved by the County (unless very minor). Changes shall be dealt with by the issuance of a Change Order to the Purchase Order. The procedures for the issuance of a Change Order are the same as the procedures for the issuance of the original Job Order Purchase Order. Any additions are therefore calculated by using the appropriate item in the Unit Price Book, times the quantity to be added, times the appropriate adjustment factor. Time will be negotiated as appropriate for the scope of work.

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2.15 Successful Offeror's Responsibility

- 2.15.1 All existing facilities shall remain in operation during the duration of the work. All work done under this Contract shall proceed with the maximum consideration given by all construction trades to care and safety of building occupants and public buildings. Successful Offeror shall repair damages to utility lines within three (3) hours of the time the damage occurred at the Successful Offeror's cost. During the repairs, County is not to be charged for any labor or materials expended for this effort.
- 2.15.2 The County shall not be responsible in any way for the Successful Offeror's ways, means, methods, techniques, procedures, or the enforcement of safety requirements relating to the construction process.
- 2.15.3 The Successful Offeror shall in good workmanlike manner, perform all work and furnish all materials and equipment necessary to complete all work required by this Contract, within the time agreed upon – at the first site meeting, in accordance with the specific manufacturer's requirements, and shall comply with all pertinent public laws of the State of Maryland and Anne Arundel County. The Successful Offeror shall comply with and be subject to all terms, conditions, requirements, and limitations of any equipment, manufacturer requirements.
- 2.15.4 The Successful Offeror shall direct and coordinate the work of all subcontractors so as to create general cooperation between trades and facilitate expeditious progress of work.
- 2.15.5 The Successful Offeror shall confine its workers, apparatus, the storage of materials, and operations of its workmen to the limits indicated by law, ordinances, permits, or directions of the County representative and shall not unreasonably encumber the premises with his materials or equipment. No radios/loud music, nor catcalls to building users will be permitted.
- 2.15.6 The Successful Offeror shall be required to verify all existing conditions, and shall verify dimensions of repair work areas.
- 2.15.7 The Successful Offeror may be required to hire a design consultant (licensed architectural firm) for purposes of design, construction drawings and specifications for various types of building modifications. The design consultant shall have at least five (5) years experience.
- 2.15.8 The level of A/E services and design, if any, will be incidental to the Contract and therefore any cost associated with this shall be included in the Offeror's coefficient. If the level of A/E services for a project requires that the Successful Offeror provide stamped drawings and plans, the Successful Offeror will be reimbursed according to the appropriate task in the Price Book. The Successful Offeror shall be required, as on construction projects, to provide stop drawings, as built drawings, project layout drawings and sketches as required.
- 2.15.9 The preparation of incidental drawings/plans, specifications, safety plans, shop drawings, product data and samples, as built and all other documentation required herein by the Successful Offeror as required by individual projects is part

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of the Scope of Work of this Contract and the cost there of shall be included in the Successful Offeror's coefficient.

2.15.10 The County reserves the right to review and approve any and all design consultants before they are hired by the Successful Offeror. The County has the right to reject any Consultant.

2.16 Substantial Completion and Final Payment

2.16.1 When the Successful Offeror determines that the work is acceptable to the County and is substantially complete, the Successful Offeror shall submit to the County's Representative a list of items to be completed or corrected. The County's Representative shall then prepare or submission to the Successful Offer, a list of items to be completed or corrected.

2.16.2 Upon completion of the construction, and prior to the final payment, the Successful Offeror shall deliver to the County's Representative the following items:

- Waiver of Liens
- Operating and Maintenance instructions
- Consent of Surety
- Guarantees and warranties (manufacturer/contractor)
- Shop Drawings
- A complete set of Record drawings (as-builts) showing original contracted work and any changes during construction.

2.16.3 All final decisions concerning stopping of the work, change orders, payments, substantial completion, final completion, liquidated damages, extension of time, and contract time shall be at the County's sole discretion, and this provision of the Contract shall take precedence over any other term thereof.

2.17 PUNCH LIST COMPLETION

2.17.1 The Successful Offeror understands and agrees that time is of the essence in closing out assigned projects. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Successful Offeror from the County Representative. The Successful Offeror shall agree to begin performance of Punch List Work immediately after receipt of the Punch List.

2.17.2 Failure of the Successful Offeror or its Subcontractors to begin the Punch list Work within three (3) business days after receipt of the Punch List may be construed as failure to prosecute the Work of the Contract.

2.17.3 Punch List Work shall be continuously prosecuted once begun and completed within thirty (30) days from the receipt of the Punch List. Should the Successful Offeror fail to complete the Punch List within this period of time, the liquidated damages as identified in Section 5.9 of this Request for Proposal will apply.

2.18 Project Closeout

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The following items shall be provided to the County Representative:

2.18.1 Operating and Maintenance Manuals: Successful Offeror shall review any maintenance requirements with the County's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, the Successful Offeror shall provide instruction by the manufacturer's representative. The detailed review shall include the following items:

- Warranties (2 year labor and materials unless noted otherwise);
- Maintenance agreements and similar continuing commitments; and
- All spare parts and additional components shall be turned over to the County.

2.18.2 The Successful Offeror shall perform the following final cleaning activities:

- Successful Offeror shall clean the site of rubbish, litter, and other foreign substances
- Successful Offeror shall comply with regulations of authorities having jurisdiction and safety standards for cleaning. Successful Offeror shall not discharge volatile, harmful or dangerous materials into drainage systems. Successful Offeror shall remove waste materials from the site and dispose of in a lawful manner; and
- Where extra materials of value remains after completion of associated work have become the County's property, arrange for disposition of these materials as directed.

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3.0 THE PROPOSAL

3.1 General Information Required in Offeror's Proposals

3.1.1 Offeror Contact

Each Offeror shall identify the name, title, address, fax number, e-mail address, and telephone number for a single point of contact for information concerning its Proposal.

3.1.2 Proposal Response Format

3.1.2.1 To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection. Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in flat-bound binders with each section divided with an appropriately labeled index tab.

3.1.2.2 Proposals shall consist of a Past Performance Volume, a Technical Volume, and a Cost Volume. The Past Performance Volume will provide information on the Offeror's past performance and relevant experience. The Technical Volume will provide information on the Offeror's plan to manage the County JOC. The Cost Volume will provide the Offeror's coefficients for normal hours (Monday through Friday 7:00 am. To 5:00 p.m.), "other hours" (any times other than the normal hours when the County directs the Successful Offeror to work), and coefficients for non-prepriced work, a brief explanation of rationale for these coefficients, and the Offeror's history for submitting claims and change orders.

3.1.2.3 Each volume shall be placed in loose-leaf binders, securely wrapped, and marked "Job Order Contracting RFP "12-004R". Past Performance Volume, Technical Volume, or Cost Volume, as appropriate.

3.2 Proposal Submission

3.2.1 Technical Proposal

3.2.1.1 Each Offeror shall submit an original (identified as ORIGINAL) and five (5) numbered hardcopies of the Technical Proposal that responds to the requirements of this RFP. Each copy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper with pages numbered consecutively in the upper right-hand corner (exclusive of the title page, table of contents, and any sectional dividers). Left and right margins shall be a minimum of one-half inch. It is anticipated that the copies will be provided in loose-leaf, three-ring binder form. Binders shall be no larger than 4" in thickness. Drawings and schematics are permitted on 11"x 17" foldout pages.

3.2.1.2 To facilitate efficient evaluation of the Proposals, each Offeror shall submit six (6) numbered electronic copies of the complete Technical

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Proposal in compact disk form. In the event the compact disk form differs from the hardcopy form, the hardcopy form shall prevail.

3.2.1.3 NOTICE: THERE SHALL BE NO COST INFORMATION IN THE TECHNICAL PROPOSAL. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR PROPOSAL.

3.2.1.4 Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the County. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.
- Table of Contents: The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.
- Transmittal Letter: A transmittal letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.
- Contact Information: Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- SDAT Information: Offeror shall include registration number issued by the Maryland State Department of Assessments and Taxation (SDAT) (Alpha prefix, followed by numeric digits).
- Detailed Proposal: The format of the Detailed Proposal shall conform to the structure outlined in Section 4.3.
- In accordance with the County Code, Article 8-2-119, please list in your submittal any affiliations with a County employee(s) or official(s). Write "none" if there are no affiliations.
- List the names and addresses of all any affiliated company providing goods or services under the agreement.
- Past Performance Volume.

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3.2.2 **Cost Proposal (COST VOLUME)**

3.2.2.1 The Offeror shall submit an original and five copies of a Cost Proposal in a separate sealed envelope marked as follows:

COST PROPOSAL FOR
ANNE ARUNDEL COUNTY GOVERNMENT
FOR
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Offerors shall send the completed Proposal consisting of the Technical Proposal and Cost Proposal (two separate envelopes) to the following address:

Anne Arundel County Purchasing Division
Office of the Purchasing Agent
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

3.3 Technical Proposal Format

3.3.1 **General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS
INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

3.3.2 The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, Section 4.3 shall be included. It represents the criteria against which the Proposal will be evaluated.

3.4 Cost Proposal (Cost Volume)

3.4.1 **Price**

The Cost Proposal shall contain all pricing information relative to the products and/or services as described in this RFP. The price(s) to be proposed shall contain all direct and indirect costs including all out-of-pocket expenses.

3.4.2 The County shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

3.4.3 The first page of the Cost Proposal shall include the following information:

a. Name of Offeror

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- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with Anne Arundel County, Maryland.
 - c. Cost Proposal Job Order Contracting (JOC) Volume 3
- 3.4.4 In the case of any discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 3.4.5 The Cost Volume shall show how the Offeror computed the cost of doing the work and the various elements that made up the coefficient to include G&A, profit, overhead, labor and burden, contingencies, etc. Show the values used and the computations.
- 3.4.6 The proposed coefficients shall include all costs other than those contained in the pre-priced unit prices, including, but not be limited to: direct cost of doing the work; labor burden; overhead, B&A; profit, project office expenses; mobilization and close-out costs; insurance; compliance with environmental laws; protective clothing and equipment; traffic and work site barriers; computer equipment and software; vehicles, including maintenance, and fuel; testing; and all contingencies in connection with performing the work. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.
- 3.4.7 Line items in Division 1 of the UPB may not be used for pricing of Job orders, as these items are to be included in the Offeror's coefficients. Specific exceptions may be authorized if there are project specific requirements, for example engineering services, scaffolding, man lifts, and mobilization and demobilization of heavy equipment. No exception for mobilization or demobilization for small equipment or material delivery will be authorized.
- 3.4.8 The County will obtain all zoning and variance approvals, if any are required. The Successful Offeror shall be responsible for obtaining all required permits
- 3.4.9 Complete the enclosed Bid Schedule and include it in the Cost Volume. It shall be signed by an officer of the Offeror's company.
- 3.4.10 Offers shall provide a list of the contracts used in the Past Performance Volume including the claims and change orders for each contract showing the date, amount, whether owner or contractor generated, and any remarks desired.

3.5 Manner of Payment

Successful Offeror shall submit request for progress payments and Invoice(s) at the end of each calendar month. Such statement shall include Purchase Order number, Project name or number, detailed breakdown of all charges, and shall be based on completion of tasks. A schedule of Values identifying progress billing shall be submitted for approval by the County prior to the commencement of Work, if the Price Proposal itself is deemed (in the sole judgment of the County) not sufficient to constitute an acceptable Schedule of Values.

Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

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Anne Arundel County, Maryland
Office of Finance
P. O. Box 2700
Annapolis, MD 21404

3.6 Changes/Erasures to Proposals

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

3.7 Offeror's Understanding of the Scope of RFP and Due Diligence

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

3.8 Proposal Modifications or Withdrawal

- 3.8.1 A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing.
- 3.8.2 Technical Proposal modifications shall be worded in a manner that does not reveal cost data.
- 3.8.3 Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Purchasing Office up to the time and date set for the receipt of Proposals.
- 3.8.4 No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.

3.9 Content

- 3.9.1 The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the County, and disqualification of the Successful Offeror may not be eligible for future solicitations.
- 3.9.2 Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

3.10 Conflict of Interest

- 3.10.1 By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.

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3.10.2 Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the Proposal.

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4.0 EVALUATION PROCEDURES

4.1 Evaluation Committee

An Evaluation Committee selected by the County will evaluate proposals submitted.

4.2 Review of Proposals

4.2.1 The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee will first score each Technical Proposal by each of the criteria described below. The full Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration.

4.2.2 After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

4.2.3 The County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

4.2.4 The Contract will be awarded to the Offeror with the highest score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

4.3 Evaluation Criteria

4.3.1 Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal.

4.3.2 The Past Performance Volume shall be evaluated on the following criteria:

- The overall reputation of the Offeror and its business operations.
- Qualification of key personnel
- The quality of the Offeror's construction and other relevant services and its ability to meet schedules, operate with a minimum of disruption, and adhere to a budget
- Past relationship of the Offeror with the County, if any, and other customers with particular emphasis on partnering, teamwork, communication, and cooperation
- The Offeror's ability to work with multiple small business subcontractors and provide mentoring and technical assistance, as needed.
- The Offeror's performance in meeting agreed upon goals for utilization of small businesses and businesses that are disadvantaged by social, economic, or physical factors
- The Offeror's performance in management of multiple projects with multiple subcontractors simultaneously.
- The Offeror's safety record
- Relevant Experience: The extent to which the Offeror is experienced in providing goods or services that can meet the County's needs

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- The experience of the Offeror performing JOC or other JOB Order type construction services
- The experience of the Offeror working on public facilities
- The experience of the Offeror working on multiple projects simultaneously
- The Offeror's experience of working with multiple subcontractors
- The experience of the Offeror partnering as a member of a team consisting of the client, its customers, the contractor and his employees and subcontractors.

4.3.3 The Technical volume shall be evaluated on the following criteria:

- Project Management Ability (proposed personnel and methodology)
 - Corporate organization, and their interface and support with this JOC
 - Project Organization Chart
 - Position Descriptions and resumes of proposed project organization
 - Interface of Offeror's staff with the County
 - Job Order Management, to include: response to project request for proposals; planning and preparation of Job Order documentation, plans, scope of work, trade supervision, construction details, estimating, site supervision, turn--over packages, and close-out.
 - Communication procedures with the County JOC Project Team, customers, and subcontractors
 - Quality Control Procedures
 - Safety Procedures
 - Trade to be performed by contractor staff, if any.
- Subcontractor Management Ability
 - Plan for identifying selecting, manage, and assisting subcontractors
 - List of proposed subcontractors
 - Contingency planning for unsatisfactory work.

4.4 Oral Presentations

The County may request, at its discretion, that some or all Offerors make oral presentations of their qualifications or to substantiate any portions of Proposals submitted. The County Purchasing Office will schedule such presentations. Offerors may be instructed to limit the number of representatives and the time for the oral presentation. Such presentations will provide Offerors with an opportunity to answer any questions the Evaluation Committee may have on an Offeror's Proposal. Not all Offerors may be asked to make such oral presentations.

4.5 Best and Final Offers

4.5.1 Notwithstanding anything contained in this RFP, after the Purchasing Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors who's Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best

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and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

- 4.5.2 The Purchasing Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Purchasing Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Purchasing Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The County shall consider best and final offers to be irrevocable for ninety (90) days from the date for their submission.

4.6 Final Selection

It is anticipated that an Offeror will be selected by May 15, 2012. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by July 1, 2012.

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5.0 GENERAL TERMS AND CONDITIONS

5.1 Disputes

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or services, the Standards and Specifications Committee, or other sources.

5.2 Equal Employment Opportunity

5.2.1 It is the policy of Anne Arundel County to assure Equal Employment Opportunity for all persons, and to ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

5.2.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity, and Minority Business Enterprises.

5.3 Insurance

Unless otherwise required by this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

5.3.1 Commercial General Liability

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

5.3.2 Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

5.3.3 Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

5.3.4 On all Commercial General Liability and Business Automobile Liability Insurance Policies, Anne Arundel County, its agents, servants, and employees shall be named as additional insureds, which shall be shown on the insurance certificates, furnished to the County under this Section.

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5.3.5 Professional Liability Insurance

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

5.3.6 The Successful Offeror shall provide the County with a Certificate of Insurance evidencing the coverage required above. Such certificate shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or any material change in such coverage. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

5.3.7 Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.

5.3.8 Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

5.4 Corporation Registration

5.4.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201 ("SDAT") before doing any business in this State.

5.4.2 All Offerors that are business entities shall be and present evidence that they are in good standing with SDAT.

5.5 Audit of the Successful Offeror

5.5.1 The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Offeror shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with County notification that a record shall be retained for a longer period.

5.5.2 The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed

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change order or contractual modification;

- The Successful Offeror's financial condition; and/or
- Claims by one party against any other.

5.6 Taxes – Responsibility for Payment Exemptions Forms to be Filed, etc.

The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

5.7 Exceptions to Specifications

5.7.1 In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the County for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.

5.7.2 In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Purchasing agent shall be final.

5.7.3 All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The County shall determine if listed deviations and exceptions are accepted or rejected. Any deviations and exceptions not listed as required are deemed rejected.

5.8 Termination Process

5.8.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Offeror. The County shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

5.8.2 The Successful Offeror shall be provided thirty (30) days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

5.8.3 This Agreement may be terminated by the County upon at least seven (7) days

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notice to the Contractor in the event that (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

5.8.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under the Contract properly and on time or otherwise violates any provision of this RFP or the Contract resulting from this RFP, the County may terminate this RFP or any Contract resulting from this RFP immediately by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the County's option, become the County's property. The County shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the County may take all steps necessary to collect damages.

5.9 Liquidated Damages

5.9.1 The applicability of Liquidated Damages shall be determined on a Job Order by Job Order basis, at the sole discretion of the County, and at the time the Request for Price Proposal is issued by the County.

5.9.2 If Liquidated Damages are deemed to apply to a specific Job Order, the amount of Liquidated Damages per Day shall be on the basis of the following schedule:

SCHEDULE FOR LIQUIDATED DAMAGES

Job Order Amount	Amount Per Calendar Day
\$1.00 to \$25,000	\$50.00
\$25,001 to \$50,000	\$75.00
\$50,001 to \$75,000	\$100.00
\$75,001 to \$100,000	\$125.00

5.9.3 The applicability of the Liquidated Damages will be discussed with the Successful Offeror at the Joint Scope Meeting and, if applicable, will be set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Successful Offeror fails to complete the Work within the Job Order Completion Time, or if the Successful Offeror, in the sole judgment of the County, has abandoned the Work, the Successful Offeror shall pay to the County the sum fixed in the table immediately above for each and every calendar Day that the time consumed in completing the Work exceeds the Job Order Completion Time, therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that the County will suffer by reason of such delay, and not as penalty

5.9.4 The County will deduct and retain out of the money which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated

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Damages suffered by the County, the Successful Offeror shall be liable to pay the difference upon demand by the County.

- 5.9.5 The assessment of liquidated damages by the County against the Successful Offeror does not supersede the right of the County to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Successful Offeror.

5.10 Headings

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions, and requirements contained anywhere in the RFP.

5.11 RFP Text Emphasis

Throughout this RFP, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of test content is intended by the use of any one method in place of another.

5.12 Optional Use of Contract

5.12.1 The Successful Offeror reserves the right to extend all of the terms, conditions, Specifications, and unit or other prices of any Contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.

5.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

5.13 Parent Company

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Technical Proposal.

5.14 Assignment and Delegation

Except for assignment of antitrust claim, a party to any contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

5.15 Indemnification

If a Contract is awarded, the Successful Offeror shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage

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arising out of or attributable to the Successful Offeror's performance of the Contract awarded.

5.16 Applicable Law

The laws of the State of Maryland shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP.

5.17 Conditions for Purchasing Elsewhere

5.17.1 The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, in accordance with the terms and conditions specified herein, the County Purchasing Agent reserves the right to procure goods and services on the open market or by contract, in which event the additional costs of such goods and services above the Contract price shall be charged against the Successful Offeror, and may be deducted from any funds payable or which may become payable to the Successful Offeror.

5.17.2 The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Offeror if they are delivered or performed subsequent to the placement of orders elsewhere.

5.18 Fair Labor Standards

The Successful Offeror shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the County may be found jointly or solely liable.

5.19 Changes

The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract;
- The price for each item as offered by the Successful Offeror is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- The items added are relatively insignificant to the overall value and services under the agreement.

5.20 Damage to County Facilities, Buildings, or Grounds

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Offeror or employees, subcontractors, or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

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5.21 Liability of County

The County has no obligations to provide legal counsel or legal defense to the Successful Offeror or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Offeror or its subcontractors as a result of or relating to the Successful Offeror's obligations under this Contract.

5.22 Notice of and Cooperation in Litigation

The Successful Offeror will immediately give notice to the County of any claim or suit made or filed against the Successful Offeror or its subcontractors regarding any matter resulting from or relating to the Successful Offeror's obligations under this Contract, and will cooperate, assist, and consult with the County in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Successful Offeror's obligations under this Contract.

5.23 Agreement

The Successful Offeror will be required to sign an Agreement similar to the attached Agreement. Successful Offeror shall review this Agreement and include any exceptions or changes with the Proposal. Any changes will be reviewed by the County Law Office and determined if acceptable. Failure to provide exceptions or changes will result in the assumption that the Agreement is acceptable to the Successful Offeror.

5.24 HIPAA

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the County based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

5.25 Confidential and Proprietary Information

5.25.1 All information contained in the Proposal is subject to production under the Maryland Public Information Act. Each Offeror shall be responsible for identifying all information in its Proposal that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Proposal a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Proposal, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

5.25.2 Reasons given for considering information within a Proposal Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Proposal Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Proposal Response on the grounds that the Proposal Response is not responsive.

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5.25.3 Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Offeror in responding to the RFP, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Proposal Response.

5.26 Negotiated Pricing

When purchasing large quantities of products or services, the County reserves the right to purchase at the prices offered under the resulting Contract or to negotiate lower prices. In no event will the County pay more than the price offered under the resulting Contract.

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AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of perjury, _____ (Contractor/Bidder/Offeror) that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any _____ (Contractor/Bidder/Offeror) of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public _____ (Contractor/Bidder/Offeror) body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of _____ (Contractor/Bidder/Offeror) _____: (Contractor/Bidder/Offeror)

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____, this _____ day of _____, 2012.

(Notary Public)

My Commission Expires: _____

Anne Arundel County
REQUEST FOR PROPOSALS
RFP No. 12-004R
JOB ORDER CONTRACTING (JOC)

JOB ORDERING CONTRACT (JOC)

BID SCHEDULE

This Document must be included as part of the Cost Volume

1. **Coefficient for Work during Normal Hours.** Offeror shall provide construction services during Normal Hours (Monday through Friday, 7:00 a.m. to 5:00 p.m., except for designated holidays), for the line items unit prices in the "Total, incl. O & P" column of the current edition of the R.S. Means Facility Construction Cost Data adjusted by the Baltimore City Weighted Average City Cost Index and multiplied by the **bid coefficient of** _____.

(Express as a decimal, e.g. .82 or 1.12, rounded-off to two decimal places.) (For purposes of cost evaluation only, it is assumed that 85% of the services will be provided during Normal Hours.)

2. **Coefficient for Work during Other Than Normal Hours.** Contractor shall provide construction services, when directed by the County, during times other than Normal for the line item unit prices in the "Total, incl. O & P" column of the current edition of the R.S. Means Facility Construction Cost Data, adjusted by the Baltimore City Weighted Average City Cost Index and multiplied by the **bid coefficient of** _____.

(Express as a decimal, e.g. .82 or 1.12, rounded-off to two decimal places.) (For purposes of cost evaluation only, it is assumed that 15% of the services will be provided during Normal Hours.)

3. **Coefficient for Non-Pre-Priced Work.** The following coefficient will be applied to prices for work or products that are not found in the unit price book and must be priced based on procedures in Paragraph 2.5, Non Pre-Priced Work. The value of the non pre-priced work will be multiplied by the coefficient of _____ to determine the final cost for the work.

The undersigned hereby agrees to provide the services in accordance with our proposal and at the bid coefficients as indicated above.

Company Name _____

Authorized Agent

PRINTED NAME

SIGNATURE

ADDRESS

Address City State Zip

Telephone Number: _____ Fax Number: _____

Date: _____

Anne Arundel County
REQUEST FOR PROPOSALS
RFP No. 12-004R
JOB ORDER CONTRACTING (JOC)

AGREEMENT FOR SERVICES #____(SAMPLE)

THIS AGREEMENT, made this _____ day of _____, 2012, by and between Anne Arundel County, Maryland (the "County"), and _____ (the "Contractor").

WHEREAS, the County issued Request for Proposal RFP No. _____, entitled "Job Order Contracting (JOC)", a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor's technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the "Work").

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

4. The term of this Agreement is _____ through _____, with the option to renew for additional one (1) year periods for four (4) years at the sole discretion of the County. If the term of this Agreement extends beyond the County's current fiscal year, this Agreement is conditioned upon and subject to appropriation and availability of funds for that part of the term of this Agreement that extends beyond the County's current fiscal year.

Anne Arundel County
REQUEST FOR PROPOSALS
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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: ANNE ARUNDEL COUNTY,
MARYLAND

Witness Signature

By: Dennis Callahan Date (SEAL)
Title: Chief Administrative Officer

[CONTRACTOR NAME]

Witness Signature

By: Date (SEAL)
Title:

Approved.

Purchasing Agent Date