

# REQUEST FOR QUALIFICATIONS

## GENERAL ON-CALL ENGINEERING SERVICES

Denton, Maryland



January 2025

### CONTACT

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**REQUEST FOR QUALIFICATIONS NOTICE**  
**GENERAL ON-CALL ENGINEERING SERVICES**

The Town of Denton, Maryland is requesting a statement of qualifications from licensed, prime engineering firms to provide general on-call engineering services to the Town. Information may be obtained from the Town website: <https://dentonmaryland.com/news/requests-for-proposals-rfps/> or by calling (410) 479-3625.

All questions concerning this RFQ should be forwarded to Katie Northam by email at [knortham@dentonmaryland.com](mailto:knortham@dentonmaryland.com). Any oral communications will be considered unofficial and nonbinding on the Town. Interested firms are encouraged to send an email to Katie Northam at [knortham@dentonmaryland.com](mailto:knortham@dentonmaryland.com) confirming their Notice of Intent to submit their qualifications.

Submittals will be accepted **no later than 2:00 p.m., on Wednesday, February 5<sup>th</sup>, 2025**, by email to [knortham@dentonmaryland.com](mailto:knortham@dentonmaryland.com).

The Town of Denton encourages qualified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) to participate in this solicitation. The Town of Denton will not discriminate against any interested firms or individuals in regard to race, creed, color, sex, age, handicap or national origin, as provided by the Title VI of the Civil Rights Act of 1964, in the selection process. The Town of Denton is an Equal Opportunity Employer.

The Town of Denton reserves the right to reject any and all bids, and/or waive informalities or irregularities, and/or to accept or reject any items of any bid, as it may deem best for its interest. The Town reserves the sole right to terminate this process, to not award a contract, and to cancel or modify this solicitation process at any time. In no event will the Town or any of their respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this solicitation, or any related costs.

TOWN OF DENTON



Katie Northam, LEED AP BD+C  
Project Manager

## RFQ SCHEDULE

### GENERAL ON-CALL ENGINEERING SERVICES

<u>Date</u>	<u>Step</u>
January 8, 2025	RFQ Available / Begin Advertising
January 8, 2025	Mail Bid Proposals to Firms on File
January 15, 2025	Newspaper Advertisement
January 29, 2025	Deadline for Questions – 4:00 pm
January 30, 2025	Final Addendum Issued
February 5, 2025	Final Bid Acceptance – 2:00 pm
February 5, 2025	Open Bids ( <b>private</b> ) – 2:01 pm
February 5, 2025	Begin Bid Review / Selection Process
March 6, 2025	Tentative Date for Award by Town Council

## INFORMATION TO BIDDERS

### GENERAL ON-CALL ENGINEERING SERVICES

#### C.1 GENERAL INFORMATION

The Town of Denton has approximately 4,850 residents and is located in Caroline County on the Eastern Shore of Maryland. The Town provides the following services to the community: police, public works, parks, water, wastewater, stormwater, economic development, planning, code enforcement, and general administration. The Town operates on an annual budget from July 1<sup>st</sup> to June 30<sup>th</sup>.

#### C.2 NOTICE

Notice is hereby given that letters of interest and statements of qualifications will be received by the Town of Denton for General On-Call Engineering Services. The successful firm will provide general engineering services to the Town of Denton on an on-call, as needed basis.

#### C.3 QUALIFICATIONS

The services will require the firm to have the following qualifications:

- Five (5) or more years of related experience.
- Experience working with Maryland municipal or private entities on similar projects.
- Appropriate licensure in the State of Maryland.

#### C.4 SUBMISSIONS

Interested firms should submit the following:

1. Letter of interest acknowledging the request for qualifications and describing briefly its interest in providing engineering services for the Town of Denton. Include a summary of the firm's experience as it relates to the requested services. Include acknowledgement of the addenda issued during the bid period.
2. Statement of Qualifications, including:
  - a) Description of engineering services provided on previous projects with comparable scope and complexity.
  - b) A description of the firm's experience working with municipal government.
  - c) References from at least (3) owners for which engineering services were provided on similar projects Include full name, title, address and phone numbers.
  - d) Listing of specific personnel who would serve on the firm's project team with names, titles, job descriptions for each person along with descriptions of their previous experience on similar projects.
  - e) A list of proposed subcontractors (if applicable).
3. A schedule of hourly rates.
4. Forms

- a. Affidavit of Qualifications to Bid (form provided)
- b. Non-Collusion Certificate (form provided)
- c. Letter of Interest
- d. Statement of Qualifications
- e. Schedule of Hourly Rates
- f. Certificate of Insurance
- g. Federal Form W9

## **C.5 SCOPE OF SERVICES**

The scope of work will vary as needs arise but may include the following:

- a) Design services, including, but not limited to roadway, water, sewer, stormwater, electrical and structural design.
- b) Surveying.
- c) Permitting.
- d) Public works consulting and preparation of agreements.
- e) Review of developers' plans, specifications, and agreements as representative of the Town of Denton and its interests.
- f) Infrastructure review.
- g) Construction management services including construction administration, inspection and project representative services.
- h) Review and technical consultation on Town planning documents, such as but not limited to Comprehensive Plan, Town Standards, Feasibility Studies.
- i) Bid phase services, including all aspects of bid process including compilation of bid results and preparation of presentation of recommendations to the Mayor and the Town Council.
- j) Right-of-way and easement acquisition.
- k) Geotechnical investigation, including studies and services.
- l) Creation of plans, specifications, and cost estimates.

This list is not intended to be a comprehensive itemization of all tasks and activities to be performed. The successful firm shall not necessarily be the exclusive engineering firm to undertake projects on behalf of the Town of Denton; the successful firm will be expected to work in conjunction with other engineering firms as required.

## **C.6 EVALUATION CRITERIA**

Proposals will be evaluated on multiple criteria as listed below. A review committee will evaluate and rank all proposals provided. The weights of each item to be ranked are included below.

- Competitiveness of Fee Structure (25%)
- Engineering firm's experience on similar projects (25%)
- Key Staff / Project Team experience, reputation and qualifications (20%)
- Record of performance and familiarity with the Town of Denton (15%)
- Overall quality of statement of qualifications (15%)

The firm selected will be based on the overall value of the submittal and not necessarily the lowest price or fee structure. The Town reserves the right to interview any and all bidders but shall not be required to conduct interviews. Award of the contract is subject to approval of the Town

Council.

**C.7 CONTRACT AWARD**

The Town will execute an on-call services agreement with the selected firm and, when engineering services are needed, task orders will be executed. The term of the on-call services agreement will be three (3) years from the date of execution. The Town reserves the right to terminate the on-call services agreement at any time during the three (3) year period. The Town further reserves the right to negotiate all elements of the on-call service agreement as part of the negotiation process prior to any formal authorization of the contract by the Town Council.

The proposal shall be signed by one of the legally authorized officers of the firm. If awarded the Contract, a Contract shall also be so executed.

**C.8 CONTRACT NEGOTIATION**

The Town reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract.

**C.9 INSURANCE REQUIREMENTS**

Awarded firm shall maintain at all times during the period of the Agreement, at its own expense, insurance coverage, with the Town as a named insured, as follows:

- 1) Professional Liability Insurance
  - a. \$1,000,000 per occurrence and \$2,000,000 aggregate

Evidence of said insurance coverage shall be given to the Town at the time the Firm executes this Agreement. Certificates of Insurance must list the Town of Denton as an additional insured. Thereafter, the Firm shall provide to the Town evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

**C.10 PAYMENT TERMS**

The terms of payment shall be net-30 days from the date of receipt of properly approved invoices by the Town.

**C.11 NON-ENDORSEMENT**

As a result of the selection of a firm to supply products and/or services to the Town, the firm agrees to make no reference to the Town in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Town of Denton.

**C.12 COMPLIANCE WITH LAWS AND REGULATIONS**

In addition to nondiscrimination and affirmative action compliance requirement previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes;

and similar subjects.

**C.13 EQUAL OPPORTUNITY EMPLOYMENT**

Each firm shall verify through execution of the bid form that it does not discriminate based on race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, state, or local law, rule or regulation. The Town is committed to a program of equal employment opportunity.

**C.14 LOCAL BIDDERS PREFERENCE**

The Town of Denton may impose a local bidder's preference, with local bidder being defined as a firm located within a 100-mile radius of the Town Office.

**C.15 AGREEMENT**

Reference the attached sample agreement to be executed by the Town and the selected firm.

**C.16 ASSIGNMENT**

This Agreement shall not be assigned by either party.

**END OF SECTION**



**INDEX OF BID FORMS**  
**GENERAL ON-CALL ENGINEERING SERVICES**

- D1. Affidavit of Qualifications to Bid (form provided)
- D2. Non-Collusion Certificate (form provided)
- D3. Letter of Interest
- D4. Statement of Qualifications
- D5. Schedule of Hourly Rates
- D6. Certificate of Insurance
- D7. Federal Form W9

**AFFIDAVIT OF QUALIFICATION TO BID**  
**GENERAL ON-CALL ENGINEERING SERVICES**

I HEREBY AFFIRM THAT

1. I am the (Title) \_\_\_\_\_  
and the duly authorized representative of the firm of (Name of Corporation)

\_\_\_\_\_  
whose address is

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

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state of the federal government (conduct prior to July 1, 1877 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, position with the firm, and the sentence or disposition, if any) \_\_\_\_\_

\_\_\_\_\_  
I acknowledge that this affidavit is to be furnished to the Town of Denton Attorney, and where appropriate, to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the Town of Denton may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State of any of its agencies or subdivisions.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**  
**GENERAL ON-CALL ENGINEERING SERVICES**

I CERTIFY THAT I AM THE \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of

\_\_\_\_\_

whose address

is \_\_\_\_\_

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

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith:
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

**TOWN OF DENTON  
GENERAL ON-CALL ENGINEERING SERVICES  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Denton, by the Council of the Town of Denton [hereinafter referred to as Town] and \_\_\_\_\_, [hereinafter referred to as Engineering Firm.]

WHEREAS, the Town solicited statements of qualifications for general on-call engineering services to the Town; and

WHEREAS, the Town accepted the Engineering Firm bid as the lowest responsible bid; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **GENERAL**

The Town of Denton, Maryland solicited statements of qualifications for general on-call engineering services. The scope of work will vary as needs arise but may include the tasks listed in the Scope of Services.

2. **SCOPE OF SERVICES**

As described in the RFQ, services may include, but are not limited to the following:

- a) Design services, including, but not limited to roadway, water, sewer, stormwater, electrical and structural design.
- b) Surveying.
- c) Permitting.
- d) Public works consulting and preparation of agreements.
- e) Review of developers' plans, specifications, and agreements as representative of the Town of Denton and its interests.
- f) Infrastructure review.
- g) Construction management services including construction administration, inspection and project representative services.
- h) Review and technical consultation on Town planning documents, such as but not limited to Comprehensive Plan, Town Standards, Feasibility Studies.
- i) Bid phase services, including all aspects of bid process including compilation of bid results and preparation of presentation of recommendations to the Mayor and the Town Council.
- j) Right-of-way and easement acquisition.
- k) Geotechnical investigation, including studies and services.
- l) Creation of plans, specifications, and cost estimates.

3. **EXECUTION OF ON-CALL PROJECTS**

The Town will provide the framework and objectives of each required project, followed by open communication to delineate the appropriate scope. The following approach is expected to help develop and execute projects in a cost-effective manner:

- a) **Project Initiation:** The Town and Engineering Firm will coordinate to schedule a meeting to discuss the scope of work and associated goals. Pertinent documents will be reviewed as well as site visits if required. A proposal will be prepared by the Engineer Firm for the Town's review and approval prior to the start of work.
- b) **Project Proposal:** The project proposal shall detail the scope of services and fee estimate to complete the project.
- c) **Project Management:** After approval of the project proposal, the Engineering Firm shall assign responsibilities to their staff to complete the project goal. Meetings or telephone coordination may be utilized to ensure understanding and schedule deadlines.
- d) **Workshop/Public Meetings:** As requested, the Engineering Firm will participate with the Town in public meetings to discuss reports and preliminary documents, as well as obtain public and Town staff input.
- e) **Project Completion:** The Engineering Firm should work within the scope of each project to complete the required goals.

4. **FEE AND FEE FORMAT**

**Hourly Rates:** The Engineering Firm shall invoice based on the time and expenses expended in accordance with the hourly rates for personnel performing the services as set forth in the proposal and in the rate scheduled attached hereto as **Exhibit A**. Invoices should include related topics or issues that relate to the time and expenses being charged per respective project.

**Fixed Fee:** When it is possible to define precisely the scope of any project and associated services, a fixed fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. Progress payments may be made on a percentage of completion basis.

The terms of payment shall be net 30-days from the date of receipt of properly approved invoices by the Town.

5. **TERM OF AGREEMENT**

The term of this Agreement shall start immediately upon execution. These services will extend for a period of three (3) calendar years from the date of the signed agreement.

6. **TERMINATION FOR CONVENIENCE**

This Contract may be terminated by the Town at any time for the convenience or in the best interests of the Town. If this Contract is terminated by the Town under this paragraph, the Engineering Firm shall be paid only for design services satisfactorily performed prior to termination. The Town shall have no other liability or obligation to the Engineering Firm.

7. **INSURANCE**

Awarded firm shall maintain at all times during the period of the Agreement, at its own expense, insurance coverage, with the Town as a named insured, as follows:

- 1) Professional Liability Insurance
  - a. \$1,000,000 per occurrence and \$2,000,000 aggregate

Evidence of said insurance coverage shall be given to the Town at the time the Firm executes this Agreement. Certificates of Insurance must list the Town of Denton as an additional insured. Thereafter, the Firm shall provide to the Town evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

8. **NO ASSIGNMENT**

This Agreement shall not be assigned by either party. Notwithstanding the foregoing, in the event of a default by the Engineering Firm, the Town in its sole discretion, shall have the right, but not the obligation, to assign this Agreement to the second responsible bidder.

9. **APPLICABLE LAWS, ORDINANCE AND PERMITS**

The Engineering Firm hereby warrants and represents that it has complied with all laws and ordinances, if any, applicable to the design work required and further warrants and represents that it will continue to do so during the term of this agreement.

10. **DEFAULT**

The occurrence of any of the following shall constitute an act of default:

- a) Failure or delinquency by the Engineering Firm in the performance of or compliance with any conditions contained in this Agreement, unless such delinquency is cured within ten (10) days after written notice thereof from the Town.
- b) Filing by the Engineering Firm, in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or by the appointment of a receiver or trustee of all or a portion of the Engineering Firm's property, or an assignment by the Engineering Firm for the benefit of creditors.

Upon an event of default, the Town of Denton may, at its own discretion, terminate this Agreement. In the event of a default by the Engineering Firm, the Town shall have the right to seek recovery and payment of the amount of the letters of credit.

11. **MISCELLANEOUS**

- a) This Agreement contains the complete and final agreement between the parties and no representations, either written or oral, not herein contained shall be considered part of this Agreement.
- b) This Agreement shall be governed by the laws of the State of Maryland.
- c) This Agreement shall inure to the benefit of the parties hereto, and its legal successors.
- d) Any notice required under this Agreement shall be given in writing and shall be directed as follows.

Town: Katie Northam, Project Manager  
4 N Second Street  
Denton, MD 21629  
knortham@dentonmaryland.com

Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e) Notwithstanding the date so signed the effective date of this Agreement shall be March 6, 2025.

IN WITNESS WHEREOF, the parties have hereunto set its hands and seals on the day hereinabove stated.

**Engineering Firm**

**Town of Denton**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott W. Getchell, Town Administrator

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date