



COORDINATING COMMITTEE

PUR-1469 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

VESTA 9-1-1 HARDWARE REFRESH UPGRADE

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience (Q&E) / Technical Proposals and Price Proposal Submittals from qualified VESTA approved proposers to provide a Multi-Site Geo-Diverse VESTA 9-1-1 Hardware Refresh Upgrade with Map Local.

The Washington County Coordinating Committee will be evaluating submissions to this request and will consider those firms deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all the prospective firms to discuss Qualifications and Experience (Q&E) / Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County website: www.washco-md.net by accessing **"Services/Bids-Purchasing/Open Bid Invitations"** or from the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330. Inquiries regarding this request can be directed to Rick F. Curry, CPPO, Director of Purchasing, at the above address or telephone 240-313-2330.

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has canceled all face-to-face meetings. A Pre-Proposal Teleconference will be held on Wednesday, May 27, 2020 at 10:00 A.M., (EDT/EST). All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions. Teleconferencing is not mandatory but is strongly encouraged.

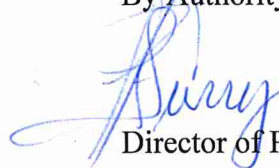
Interested firms shall submit one (1) original, five (5) copies and five (5) flash drives of their Qualifications and Experience (Q&E) / Technical Proposal information enclosed in a sealed opaque envelope marked **"Q & E / Technical Proposal (PUR-1469) –VESTA 9-1-1 Hardware Refresh Upgrade"** and one (1) original, five (5) copies and five (5) flash drives of their Price Proposals in a separately sealed opaque envelope marked **"Price Proposal (PUR-1469) –VESTA 9-1-1 Hardware Refresh Upgrade"** to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, June 17, 2020**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

NOTE: Washington County government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Proposers shall allow ample time for delivery of their Proposal packets. Delivery of proposal packets via-courier service or United States Postal Service (USPS) will be accepted. Those proposers who wish to deliver their proposal packets in person will need to call 240-313-2330 to schedule an appointment to drop off their proposal packets.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Teleconference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1469

REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

VESTA 9-1-1 HARDWARE REFRESH UPGRADE

May 15, 2020

I. INTRODUCTION

- A. The Board of County Commissioners of Washington County, Maryland, hereinafter referred to as the “County”, seeks from qualified VESTA approved partners, proposals to provide experienced VESTA 9-1-1 Hardware Refresh Upgrade and implementation services, hereinafter referred to as the “Proposer”. The County is currently using VESTA 6.2 on an OS of Windows 10.
- B. Interested Proposers shall provide Qualifications and Experience (Q&E) / Technical Proposal submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm’s Q&E / Technical Proposal to evaluate qualifications and experience and technical approach first. If the Q&E / Technical Proposal is deemed acceptable, the envelope containing the firm’s Price Proposal will then be opened. For those Q&E / Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that Washington County reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.
- C. This RFP is being issued by the Division of Emergency Services and the respective user divisions and departments for the County. Vendors are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to the RFP. Unauthorized contact of any County personnel may be cause for rejection of vendor’s RFP response.

All communications regarding the RFP shall be referred to:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Administration Complex
100 West Washington Street, Third Floor, Room 3200
Hagerstown, MD 21740
Telephone: 240-313-2330
FAX: 240-313-2331

II. BACKGROUND

- A. Washington County, founded in 1776, is situated in northwestern Maryland. The County is 460 square miles with a population of approximately 149,574. Major services provided by the County include planning and community development, public safety, public works, economic development, and recreation.
- B. The Division of Emergency Services oversees the operation of the Washington County PSAP (9-1-1 Center). The Division of Emergency Services (DES) is the primary sponsor of this RFP. Other divisions or departments that the Proposer may be expected to work with are the County's IT Department and Verizon Technicians.

III. SCOPE OF SERVICES

A. PURPOSE

- 1) Washington County is seeking qualified VESTA approved 9-1-1 Hardware Refresh Upgrade implementation partners to provide experienced public sector consultant services to perform Washington County's VESTA 9-1-1 call handling upgrades. Any aspects of service not addressed in the Scope of Services are left for the Proposer to address. The Proposer shall specifically state key estimating assumptions, technology infrastructure services assumptions, responsibilities of Proposer, responsibilities of the County, and related tasks deemed out of scope of the proposal.
- 2) The County's current on-site system is: The current 911 PSAP Telephone System is Motorola VESTA with Analytics and Activity View.
- 3) The telephone system today currently supports 38 positions. (19 + 5 Command Posts at the main, 12 at the BU, 2 MSP) Quantities are reduced for the new proposal to 15 + 5 at the main, 12 at the BU and 2 at MSP = 34 total VESTA positions.
- 4) IP Admin Phones = 44 (31 at the main - 29 standard/2 enhanced, 13 standard at the BU). Administrative/Analytics workstations on the VESTA network = 6 (3 at the main, 3 at the BU).
- 5) The County desires to implement the latest version of VESTA CPE call handling with Map Local and Heads Up Display (HUD). Specifications are in Section IV.

B. SCOPE

- 1) The County prefers to migrate to and implement the latest versions of VESTA CPE call handling with Map Local packages listed.
- 2) The Proposer shall develop a training plan for the County's key staff and functional.
- 3) The County intends to use a "train-the-trainer approach" for its end-user training solution. The Proposer shall prepare all materials for and lead on-site, hands-on training for "train-the-trainer" sessions and assist and guide the County in the development of

an end-user training plan. The “train-the-trainer” training sessions shall include instructional presentation of material and hands-on interactive components in which staff can perform operational functions and tasks. The Proposer shall prepare and provide a complete end-user “how to use” system manual for VESTA 9-1-1 and all added applications, as configured, and shall contain detailed documentation, material, and screen shots for all processes.

- 4) Normal County work hours are Monday through Friday, 7:30 am until 4:30 pm (EDT/EST), with the option of additional availability upon request from the Proposer, which the County has the right to accept or deny. Included herein is a 2020-2021 Holiday Schedule (**Attachment A**).
- 5) The Proposer’s resources that verbally communicate with County employees must speak fluent English and shall not have an accent that is difficult for County employees to comprehend.
- 6) The Proposer’s firm shall be a VESTA approved partner and must be able to provide trained, certified, and experienced public sector resources that are able to successfully perform all tasks and assignments required and derived from the Scope of Services and this RFP. The County reserves the right, at its sole discretion, to reject any individual deemed inappropriately qualified for any task or assignment and the Proposer may propose a qualified alternate.
- 7) Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interviews.

IV. DELIVERABLES

To ensure quality throughout the migration and implementation the County’s project shall include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the Proposer and will be formally presented to the County for review and sign off. For projects with multiple phases, the County expects each phase to contain each deliverable (unless noted).

A SECURITY AND MANAGED SERVICES

- 1) The Washington County Division of Emergency Services has specific requirements to safeguard the desired public safety network in line with Maryland Emergency Number Board Guidelines using the NIST framework. It is required that all WAN elements (routers) as well as remote access firewalls deployed will include a proactive managed security service to include the following entitlements for a period of (5) years:
 - a. Insure uptime with real-time performance monitoring
 - b. Provide Password vaulting to include AES 256-bit Encryption, and multifactor authentication

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- d. Provide Washington County with complete audit trails on remote access when requested.
- e. Security health checks and penetration testing.
- f. Provide ongoing adds and programming changes as needed inclusive of service (Firewalls specifically)
- g. Provide Performance Portal for real time performance dashboards and visual state of the Public Safety Wide Area Network health.
- h. Weekly network configuration back ups
- i. Patch and Release Management
- j. Bug and Security Resolution
- k. Carrier Management on County behalf (Internet and telco specifically)
- l. 5 Year Warranty and 24x7 replacement of all WAN and FW elements

B. REMOTE ACCESS FIREWALLS

- 1) Firewalls deployed for remote maintenance and systems access must conform to the following requirements for a period of 5 years:
- 2) Full Layer 7 Unified Threat Management functionality including the following services deployed and configured:
 - a. 5 Year, 24/7 Support access and hardware replacement
 - b. Intrusion Prevention System with Cloud based Log Management
 - c. Antimalware
 - d. Anti-virus
 - e. Web Filtering (As needed. On demand changes required)
 - f. Application Control (As needed. On demand changes required)
 - g. URL Whitelisting (As needed. On demand changes required)
 - h. SSL Inspection

V. 911 SYSTEM REQUIREMENTS

- 1) WASHINGTON COUNTY'S DETAILED VESTA 911 REQUIREMENTS
 - a. All Vesta licensing migration entitlements (VESTA, IRR, Analytics Etc.)
 - b. Addition of Vesta Map Local
 - c. Addition of Automated Abandon Callback
 - d. RapidSOS Licensing for both Vesta and Vesta Map Local
 - e. Vesta Analytics Upgrade with Advance Reporting
 - f. Head up Display Licensing
 - g. CDR Licensing
 - h. ECATS MIS
 - i. 5 Year Warranty on all Hardware Components
 - j. 5 Year Software Support, Monitoring and Response, Patch Management, and Antivirus
 - k. All Cables, racks, ALI/CAD Outputs, connectors and material to support turnkey installation

VI. PRIMARY CENTER – 16232 ELLIOTT PARKWAY WILLIAMSPORT, MD 21795

The table below describes the requirements for the Back-Up Center – 16232 Elliott Pkwy.

Function/Position	Equipment	Quantity
Call taking Positions with SAM, Speaker, IRR, Genovations And Monitors	Vesta	14
Individual position with SAM, Speaker, IRR, Genovations, And Monitors. To be added as needed at all sites.	Vesta	1
HUD/Admin Positions	Vesta	3
Heads Up Display Templates	Vesta	2
Heads Up Display Media Players	Vesta	2
55” Wall Mount Displays	Vesta	2
IP Phones with 20 Button Add-on and Enhanced Licensing	Vesta	2
IP Phones with Standard Licensing	Vesta	29
SMS/EIM Firewalls	Vesta	2
Mediant Gateway Chassis	Vesta	2
FXO Modules	Vesta	4
FXS Modules	Vesta	5
ISDN-PRI Modules	Vesta	1
24 Port Cisco 2960X LAN Switch	Vesta	2
24 Port Cisco 2960X POE LAN Switch	Vesta	2
GBIC GLC-BX-D	Vesta	2
Network Printer-Color	Vesta	1
Netclock 9483 with Expansion, Antenna, Surge Protection	Vesta	1
Cisco Router ASR920 WAN Router (MSP Connection)	Cisco	1
GBIC Modules GLC-BX-D 9 (MSP Connection)	Cisco	1
Remote Access Firewall	Fortinet	1
ECaTS MIS Subscription (5) Years	Fortinet	1
ECaTS SMS Subscription (5) Years	Fortinet	1
ECaTS Dashboard Subscription (5) Years	Intrado	1
ECATS Agent Statistic Module	Intrado	1
ECaTS Staffing Forecast Subscription (5) Years	Intrado	1
ECaTS Wireless Routing Analysis Subscription (5) Years	Intrado	1

VII. BACK UP CENTER – 128 W. WASHINGTON STREET, HAGERSTOWN, MD

The table below describes the requirements for the Back-Up Center – 128 W. Washington St.

Function/Position	Equipment	Quantity
Call taking Positions with SAM, Speaker, IRR, and	Vesta	14
HUD/Admin Positions	Vesta	3
IP Phones with Standard Licensing	Vesta	14
SMS/EIM Firewalls	Vesta	2
Mediant Gateway Chassis	Vesta	2
FXO Modules	Vesta	4
FXS Modules	Vesta	5
ISDN-PRI Modules	Vesta	1
24 Port Cisco 2960X LAN Switch	Vesta	2
24 Port Cisco 2960X POE LAN Switch	Vesta	2
GBIC GLC-BX-U	Vesta	2
Netclock 9483 with Expansion, Antenna, Surge Protection	Vesta	1
Network Printer-Color	Vesta	1
Cisco Router ASR920 WAN Router (MSP Future Connection)	Cisco	1
GBIC Modules GLC-BX-D (MSP Connection 2)	Cisco	1
Remote Access Firewall	Fortinet	1

VIII. MARYLAND STATE POLICE – BARRACKS O 18345 COL. HENRY DOUGLAS DRIVE HAGERSTOWN MD 21740

The table below describes the requirements for the Back-Up Center – Barracks O
18345 Henry Douglas Drive

Function/Position	Equipment	Quantity
Call taking Positions with SAM, Speaker, IRR, and	Vesta	2
24 Port Cisco 2960X LAN Switch	Vesta	2
Cisco Router ASR920 WAN Router (MSP Connection Host	Cisco	1
GBIC Modules GLC-BX-U (MSP Connection 2)	Cisco	1

IX. 911 TRAINING REQUIREMENTS

- 1) The Washington County Division of Emergency Services requires the following training be included. We would like to take advantage of online training when possible.
 - a. Vesta System Complex Administration Class for up to (12) students minimum of 8 hours
 - b. Vesta Heads UP Display Administration Class for up to (12) students minimum of 8 hours
 - c. Vesta Map Local Administration Training for up to (8) students minimum of 8 hours
 - d. Vesta Map Local Training for up to (60) Students, minimum of 4 hours for each session (max. of 12 students per in person session, if applicable).

X. PROJECT MANAGEMENT AND INSTALLATION

- 1) The project manager shall:
 - a. Be responsible for administering the agreement and the managing of the day-to-day operations of the project.
 - b. Serve as an interface between the Washington County Division of Emergency Services and all responder personnel participating in the project.
 - c. Develop and maintain the Project Management Plan, in consultation with the Washington County Division of Emergency Services
 - d. Facilitate regular communication with the Washington County Division of Emergency Services, including weekly status reports and updates, and review the project performance against the project plan
 - e. Facilitate weekly project status meetings for the duration of the engagement.
 - f. Provide all documentation to be discussed at scheduled meeting at least twenty-four hours prior to said scheduled meeting.
 - g. Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
 - h. Sign acceptance forms to acknowledge their receipt from Washington County Division of Emergency Services.
 - i. Be responsible for the management and deployment of responder personnel.
 - j. Participate in regular meetings, at least monthly, or as otherwise scheduled by Washington County Division of Emergency Services personnel, to take place on-site at the offices of the Division of Emergency Services, 16232 Elliott Parkway, Williamsport, MD or via telephone conference call.
 - k. Coordinate with any and all sub-responders to ensure that any and all sub-responders participate at meetings or on conference calls.
 - l. Adhere to change management protocols.

XI. PROJECT DOCUMENTATION

The successful Responder will provide a detailed Scope of Work for review and approval, prior to project commencement. The following deliverables should be part of Scope of Work under this RFQ.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan	As Mutually Agreed Upon	Electronic			
	Weekly Status Reports	As Mutually Agreed Upon	Electronic			
	Issues/Actions Register	As Mutually Agreed Upon	Electronic			
	Change Management Plan	As Mutually Agreed Upon	Electronic			
	Implementation Plan	As Mutually Agreed Upon	Electronic			
	User Acceptance Test Plan	As Mutually Agreed Upon	Electronic			
	Final Delivery and Acceptance Letter	As Mutually Agreed Upon	Electronic			

XII. MAINTENANCE AND SUPPORT

- 1) The Washington County Division of Emergency Services requires the highest level of service when it comes to our public safety systems. The following is a list of maintenance and support requirements. The successful responder should:
 - a. Provide proactive monitoring and response of the VESTA 911 system.
 - b. Provide Antivirus service on VESTA 911
 - c. Have a network operation center (NOC) staffed with VESTA 911, Cisco, Fortinet Trained Engineers and accessible to Washington County 24x7, 7 days a week for assistance or technical help.
 - d. Provide visual real time representation and status of our Wide Area Network connectivity for display in center.
 - e. Provide designated toll-free number and personalized email support address.
 - f. Have a service ticketing system that allows access, status, and communication via customer web portal, telephone call or email.
 - g. Provide a dedicated Service Delivery Manager for escalation and quarterly reviews of service incidents.

- h. Manage all carrier related issues (agency) on County's behalf to include Verizon and ISP. This will include all aspects of incident management, vendor meets, and incident reporting. The county wants one number to call for issues to eliminate any finger pointing.
- i. Have a field organization with trained technicians based in the Maryland and surrounding regions, to provide prompt onsite response as needed. Field engineers should also have secure remote access to system to perform ongoing tasks while not onsite.
- j. Perform ongoing quarterly patching.
- k. Provide support on current VESTA 911 system until completion of upgrade, to begin upon award of project upgrade.

XIII. DESIRED SLA (SERVICE LEVEL OBJECTIVES)

Priority	Condition	Response Time	SLO Parts
1	Critical	< 15 Minutes	Same Day
2	Major	< 30 Minutes	Same Day
3	Minor	< 1 Hour	Next Business Day

XIV. QUALIFICATIONS

Each Proposer shall demonstrate its qualifications by providing the County with a proposal that includes the following information, which the County will use as criteria for evaluating the Proposer's response.

- A. Proposer must demonstrate and include documentation that their firm is a VESTA approved **VESTA 9-1-1 Hardware Refresh Upgrade Partner**
- B. Proposer shall be able to provide trained, certified, and experienced public sector resources that are able to successfully perform all tasks and assignments required and derived from the Scope of Services and this RFP. The County reserves the right, at its sole discretion, to reject any individual deemed inappropriately qualified for any task or assignment and the Proposer may propose a qualified alternate.
- C. List three (3) public sector customers for whom the Proposer has provided professional VESTA 9-1-1 related implementation consulting services within the past five (5) years. The Proposer shall state when the work was done and the firm's level of participation in the implementation. Consideration will be given to any public sector (municipal, county, state) government or agency that are comparable in size to the County for which your firm currently has done

business similar to that as outlined by this RFP. Include names and current contact information for these references. **The County will not call Proposers to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**

XV. LIQUIDATED DAMAGES

Proposers acknowledge that untimely submission of critical deliverables such as the comprehensive project plan, system design documents, testing scripts, training documentation, and the go-live date will cause actual economic damage to the County in amounts that would be difficult to estimate or prove. In the event the Proposer is the primary cause for failing to provide any critical deliverable for review and acceptance by the County that is substantially complete and of reasonable quality, as proposed in the Statement of Work, the County may deduct from any outstanding invoice(s), require the Proposer to pay, or collect by other means as allowed by law, an amount up to Five Hundred Dollars (\$500) per consecutive calendar day, up to a predetermined amount, for each critical deliverable that has not been provided, until satisfactory performance is accomplished. This shall be considered a liquidated damage, not a penalty.

XVI. TERMINATION OF CONTRACT

- A. Termination for Cause: Washington County may terminate the contract at any time that the Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
- B. Washington County shall provide the Proposer with sixty (60) calendar days' written notice of conditions endangering performance. If after sixty (60) calendar days' written notice the Contractor fails to remedy the condition contained in the notice, Washington County shall issue an order to stop work immediately.
- C. Washington County shall be obligated to reimburse the Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- D. Unilateral Right to Terminate: With the mutual agreement of the County and the Proposer upon receipt of not less than ninety (90) calendar days' written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- E. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Washington County shall have the right to terminate the contract without penalty by giving not less than ninety (90) calendar days' written notice documenting the lack of funding.

XVII. COMPENSATION

- A. The County shall issue a Notice to Proceed (NTP) upon award of this RFP by the Board of County Commissioners of Washington County, Maryland (BOCC) and contract acceptance.
- B. The County may withhold a retainage of ten (10%) percent of all fees due the Proposer. The retainage will be paid in full within thirty (30) calendar days of satisfactory completion of project. Satisfactory completion is at the sole discretion of the County.

XVIII. INSURANCE REQUIRED

- A. The successful Proposer must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (**Attachment B**).
- B. Professional Liability - The successful Proposer must also show, prior to the execution of the Agreement, and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

XIX. INDEMNIFICATION

Proposer agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by proposer or any agent of the proposer under the Worker's Compensation Act, disability benefit acts, or other employee benefits acts.

XX. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf> No proposal preparation expense will be paid by the County in response to this solicitation. The County reserves the right to substitute Committee members, if necessary. No assumptions should be made on the part of the Proposer as to this Committee's prior knowledge of Proposer's abilities.
- B. **Two separate proposals shall be submitted. One shall be the Qualifications and Experience (Q&E)/Technical Proposal of the Proposer. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible,**

qualified and responsive to this request after detailed review of the Q&E/Technical Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E / TECHNICAL PROPOSAL SUBMITTAL)

C. As a minimum, the **Qualification and Experience (Q&E)/Technical Proposal** submittal shall include the following:

- 1) In order to facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Proposer from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E / Technical Proposal will eliminate Applicant from further consideration. **Each Proposer is required to submit the proposal in a sealed package.**
- 2) Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables must be numbered and clearly labeled.
- 3) The proposal must be organized into the following major sections:

<i>Section</i>	<i>Title</i>
	<i>Title Page</i>
	<i>Table of Contents</i>
	<i>Letter of Transmittal</i>
<i>1.0</i>	<i>Executive Summary</i>
<i>2.0</i>	<i>Statement of Work</i>
<i>3.0</i>	<i>Company Background</i>
<i>4.0</i>	<i>Project Management Plan and Training</i>
<i>5.0</i>	<i>Maintenance Program</i>
<i>6.0</i>	<i>Client References</i>
<i>7.0</i>	<i>Supplemental Information</i>

- 4) Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

A. **Letter of Transmittal**

- 1) Responses shall contain a letter of transmittal that must be typed on the Proposer's letterhead and include the following:
 - a. The identification of the Proposer submitting the proposal.

- b. The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the Proposer with this proposal and in future negotiations.
- c. The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
- d. An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
- e. An acknowledgement of receipt of all amendments to this request.
- f. The letter must be signed by a person authorized to obligate the Proposer in a contract offer.

B. Executive Summary (*Section 1.0*)

1) This part of the response to the RFP shall be limited to a brief narrative highlighting the Proposer's qualifications. The summary shall contain as little technical jargon as possible and shall be oriented toward non-technical personnel.

2) **The Executive Summary must not include cost quotations.** Please note that the executive summary shall identify the primary engagement manager for the consulting services.

C. Statement of Work (*Section 2.0*)

1) The statement of work section of the Proposer's proposal must begin with a general discussion of the Proposer's "overall" understanding of the County's **VESTA 9-1-1 Hardware Refresh Upgrade** project, the company's expertise, experience and successful implementation (where applicable) with the potential activities, tasks and assignments described in Section III (Scope of Services).

2) The statement of work will also include and describe at least the following and may include additional items or topics the Proposer deems necessary:

- a. Project Scope
- b. Project Milestones
- c. Project Deliverables
- d. High level project schedule (listing of phases and go-live dates)
- e. Project resources
- f. Project roles and responsibilities
- g. Project change control procedures

D. **Company Background (Section 3.0)**

- 1) Proposers must provide the following information about their company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support and/or clarify requested information.
- 2) The Proposer must outline the company's background, including:
 - a. How long the company has been in business.
 - b. A brief description of the company size and organization.
 - c. How long the company has been implementing and/or upgrading **VESTA 9-1-1 Hardware Refresh Upgrade** public sector clients.
 - d. If applicable, identify any **VESTA 9-1-1 Hardware Refresh Upgrade** public sector clients have you implemented or upgraded in the past five (5) years.
 - e. Any material (including letters of support or endorsement) indicative of the Proposer's capabilities. **Project Management Plan and Training (Section 4.0)**
- 3) The Proposer is requested to provide a high-level project management plan so the County may evaluate and determine the project management philosophy of each firm. The County is interested in determining the following aspects:
 - a) How a project is organized and planned.
 - b) Overview of a methodology, including documentation plan and knowledge transfer process.
 - c) Overview of proposed training, including options for on-site training services.
 - d) Overview of implementation, including estimated time frames, man-hours and deliverables for each stage of a project.
 - e) Plan for testing, parallel processing, and support during actual migration and implementation process.

F. **Maintenance Program (Section 5.0)**

- 1) Specify the nature of any post-project support provided by the Proposer.

G. **Client References (Section 6.0)**

- 1) List three (3) public sector customers by name, state and include customer contact information for which the Proposer has provided professional VESTA 9-1-1 related implementation consulting services within the past five (5) years. Maryland County, east coast customers and customers of similar size and RFP scope are to be listed first. **The County will not call Proposers to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**

H. **Supplemental Information (Section 7.0)**

- 1) Proposers are required to submit information in this section regarding the following:
 - a. Identify your firm's project manager(s) and professional staff members, including biographies, who would likely be involved in any of the potential activities, tasks, and assignments. Include description of professional registrations, licenses, or certifications and their background with **VESTA 9-1-1 Hardware Refresh Upgrade**.
 - b. Provide any additional information that you feel would distinguish your firm in its service to the County.
 - c. The County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work proposed. The Proposer shall furnish to the County, within five (5) calendar days of request, all such information and data for this purpose as may be required. The County reserves the right to reject any proposal if the evidence submitted or investigation of the Proposer fails to satisfy the County that the Proposer is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
 - d. All Proposers shall include a copy of any sample agreement(s) or contract(s) that the Proposer would want the County to execute upon contract award. Please note that any agreement or contract resulting from the acceptance of the proposal shall be on a form(s) approved by the County and shall contain, at a minimum, all applicable provisions of this Request for Proposal. The County reserves the absolute right to modify or reject any agreement or contract provisions that do not conform to this Request for Proposal and/or any County requirements for agreements and contracts.

- D. As a minimum, the **Price Proposal** shall include the following:
- 1) The proposal form contained herein.
 - 2) The proposal must be accompanied by a fully executed Affidavit (**Attachment C**), executed by the Proposer, or in case the Proposer is a corporation, by a duly authorized representative of said corporation, on the form provided.
 - 3) Conclusions, remarks, and/or supplemental information pertinent to this request.
- E. Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer for a period of ninety (90) calendar days, to sell to the County the services set forth in the above scope of required services.
- F. The County will have up to ninety (90) calendar days to review all Qualification and Experience (Q&E)/Technical submittals. The Price Proposals of those submittals determined to be unacceptable to the Coordinating Committee will be returned to the Proposer, unopened, after award of the contract.
- G. Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
- H. The Contract will be awarded to the Proposer(s) offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- I. Proposals must include the full name and address of proposer. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
- J. Proposals may not be altered or amended after they are opened.

XXI. SELECTION PROCESS

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select those firms judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the Assistant Director of Division of Emergency Services (Committee Chairman Designee), Director of Division of Emergency Services, Division of Emergency Services IT & CAD Administrator, Director of Purchasing, and Director of Division of Information Systems.
- B. Contract award processes will be based on a formal methodology established by Washington County. It is the County's intent to open and review each firm's Qualifications & Experience/Technical Proposal to determine qualifications, experience, and technical expertise.
- C. If the Coordinating Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, the packet containing the firm's Price Proposal will then be opened.

- D. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.

XXII. RESERVATIONS

- A. The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require.
- B. The County reserves the right to require interviews.
- C. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County.
- D. The County reserves the right to not hold discussions after award of the contract. Nothing in this RFP or the contract between the County and the successfully awarded Proposer shall prohibit the County from retaining the services of other Proposers for **VESTA 9-1-1 Hardware Refresh Upgrade** related project activities, tasks and assignments that the County deems is not covered under this contract.

XXIII. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall meet or exceed qualifications as set forth in the RFP and shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XXIV. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership, or a corporation, or other legal entity is acceptable to the County; and neither this contract nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County. Any attempted or actual subcontracting or assignment of the services to be performed under this contract without the County's consent shall be null and void.

XXV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, the Proposer should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to: purchasingquestions@washco-md.net

All necessary interpretations shall be issued to all proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M., (EDT/EST), Wednesday, June 3, 2020 may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties and such addenda shall become part of the contract documents.

XXVI. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Proposer if the successful Proposer does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of the proposal shall be on a form(s) approved by the County and shall contain, at a minimum, all applicable provisions of this Request for Proposal. The County reserves the absolute right to modify or reject any agreement or contract provisions that do not conform to this Request for Proposal and/or any County requirements for agreements and contracts.
- C. The Proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Assistant Director of Department of Emergency Services.
- D. No reports, information or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization by the Proposer without the prior written approval of the Washington County Assistant Director of Department of Emergency Services.
- E. By submitting a proposal, the Proposer agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. Proposers are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- G. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- H. **Political Contribution Disclosure:**
The Proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other

agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

I. Intergovernmental Purchasing:

The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Request for Proposals RFP: Washington County Public Schools and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this RFP is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Proposer at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated.

J. Registration with Maryland Department of Assessments and Taxation:

Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered to do business in the State of Maryland with the Maryland Department of Assessments and Taxation as a foreign corporation, must be in good standing, and shall remain so throughout the term of the Contract resulting from this bid. Proof of such standing is required prior to the start of the contracting process.

K. Taxpayer Identification Number and Certification (Form W-9):

Proposers must provide, prior to any payment made under the contract resulting from this request, evidence of a Taxpayer Identification Number. The appropriate documentation for meeting this requirement is a copy of the Contractor's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at www.irs.gov or from the County's Purchasing Department.

L. Compliance with Laws:

The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws,

regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

M. Independent Contractor Status:

The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of Board of County Commissioners shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.

N. Health Insurance Portability and Accountability Act (HIPAA)

- 1) Contractor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., as the same may be amended from time to time and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as may be amended from time to time. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Health-General §4-301 et seq., as the same may be amended from time to time. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.
- 2) Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

- O.** The successful Proposer shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.

All interested firms should send One (1) original, five (5) copies and five (5) flash drives of the Qualifications and Experience (Q&E)/Technical Proposal Submittal enclosed in a sealed opaque envelope marked **"Q&E/Technical Proposal (PUR-1469) –VESTA 911 Hardware Refresh Upgrade"** and One (1) original, five (5) copies and five (5) flash drives of the Price Proposal in a separately sealed opaque envelope marked **"Price Proposal (PUR-1469) –VESTA 911 Hardware Refresh Upgrade"** no later than **4:00 P.M. (EDST), Wednesday, June 17, 2020**. Submittals are due into the office of Rick Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 320, Hagerstown, MD 21740-4748.

Sincerely,



Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (4)

cc: Coordinating Committee Members

**PUR-1469
PROPOSAL FORM
VESTA 9-1-1 HARDWARE REFRESH UPGRADE**

The Firm of: _____
(Name & _____
Address) _____

a corporation licensed to do business in the State of Maryland is shown on the following cost summary sheet.

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____;

for the following amounts. Amounts shall be shown in both written and figures. *(In case of discrepancy, the amount shown in words shall govern.)*

A. Turn-Key VoIP E9-1-1 Phone System:

_____ Dollars (\$ _____)
Written Figures

B. Employee Training:

_____ Dollars (\$ _____)
Written Figures

C. 24x7 Remote System Monitoring and System Diagnostics:

_____ Dollars (\$ _____)
Written Figures

D. Bid for Other (define) _____

_____ Dollars (\$ _____)
Written Figures

E. Total Cost of VoIP E9-1-1 Phone System:

_____ Dollars (\$ _____)
Written Figures

Maintenance Cost for Year 2: _____ Dollars (\$ _____)
Written Figures

Maintenance Cost for Year 3: _____ Dollars (\$ _____)
Written Figures

Maintenance Cost for Year 4: _____ Dollars (\$ _____)
Written Figures

Maintenance Cost for Year 5: _____ Dollars (\$ _____)
Written Figures

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of the Request for Proposals (RFP) dated and any Addenda issued thereto and referenced above. **LIQUIDATED DAMAGES** of Five Hundred (\$500) Dollars per consecutive calendar day will be assessed against the Contractor for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the Director of Division of Emergency Services or conditions encountered beyond the Contractor's control will be given due consideration in the event that Liquidated Damages become an issue.

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Submitted by: _____
(Signature)

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ Employer's Identification Number: _____

EXCEPTIONS

(If no exceptions are being taken, state NONE)

WASHINGTON COUNTY 2019/2020 HOLIDAY SCHEDULE

Holiday	2020	2021
New Year's Day	Wednesday, January 1, 2020	Friday, January 1, 2021
Martin Luther King's Birthday	Monday, January 20, 2020	Monday, January 18, 2021
President's Day	Monday, February 17, 2020	Monday, February 15, 2021
Good Friday	Friday, April 10, 2020	Friday, April 2, 2021
Memorial Day	Monday, May 25, 2020	Monday, May 31, 2021
Independence Day	Saturday July 4, 2020 (observed Friday, July 3, 2020)	Sunday, July 4, 2021 (observed Monday, July 5, 2021)
Labor Day	Monday, September 7, 2020	Monday, September 6, 2021
Veteran's Day	Wednesday, November 11, 2020	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 26, 2020	Thursday, November 25, 2021
Friday after Thanksgiving	Friday, November 27, 2020	Friday, November 26, 2021
Christmas Eve	Thursday, December 24, 2020	Friday, December 24, 2021
Christmas Day	Friday, December 25, 2020	Saturday, December 25, 2021 (observed Monday, December 27, 2021)
New Year's Eve	Thursday, December 31, 2020	Friday, December 31, 2021

POLICY TITLE: Insurance Requirements for
Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. Workers Compensation:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. Comprehensive General Liability Insurance:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or

death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. Comprehensive General Liability Insurance

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. Business Automobile Liability:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1469)

I, _____, the undersigned,
(Print Signer's Name)

_____ of the above named.
(Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the
(Month) (Year)

above-mentioned office in the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____