



## COORDINATING COMMITTEE

**PUR-1541  
REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS  
AND  
PRICE PROPOSALS TO DEVELOP PERFORMANCE SPECIFICATIONS AND  
PROVIDE TECHNICAL & OPERATIONAL EFFECTIVENESS OF THE  
COUNTY-WIDE LOCAL GOVERNMENT/PUBLIC SAFETY RADIO SYSTEM  
FOR WASHINGTON COUNTY, MARYLAND**

**May 2, 2022**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience/Technical Proposals, and Price Proposals from an independent, qualified communications equipment/systems Consultant who is not associated with the sale, installation, or service of P25 radio/wireless communication systems.

The proposals are for consultant services related to the evaluation of the current performance of the County's existing local government and public safety radio system. The required evaluation shall be based upon the latest standards based digital technologies that provide for convergence of the communication systems. The proposed system evaluation will encompass all of County government and all police, fire, and emergency services communication needs. The current P25 radio system consists of communication equipment that is intended to seamlessly network all County government and public safety operations together using state of the art technology. The Consultant's work entails evaluations of existing components of the County's system including P25 Land Mobile Radio, Microwave Backhaul, Fire Station Alerting, Paging systems and Tower sites. Consultant will make recommendations for continued or additional manufacturer's support and system upgrades/improvements where required. The Consultant's work will include the development of a formal competitive bid package for the purchase and installation of any and all recommendations and/or required system upgrades. The successful bidder shall include in their bid technical support necessary to review recommended or required system upgrade proposals, to include project management services during any installations or upgrades.

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 format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from either the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/> or for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland 21740, Third Floor, Suite 3200, , telephone 240-313-2330. Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing at telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Monday, May 16, 2022 at 11:00 A.M., (EDT/EST)** in the Washington County Administration Complex Second Floor Conference Suite 2001, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

A tour of the sites will be held over a two-day period beginning on **Wednesday, May 11, 2022 and ending Thursday, May 12, 2022** between the hours of 8:00 A.M. and 4:30 P.M., (EDT/EST). A maximum of two (2) representatives per consultant shall be allowed. For security clearance to the federal site included in the tour, each vendor's representatives participating in the site visit tour must provide the following information to the Purchasing Department at the address below no later than **4:00 P.M., (EDT/EST) Monday, May 9, 2022:** proper full name, social security number and date/place of birth. **No other tours will be scheduled or permitted either at the Consultant's leisure or by the County.**

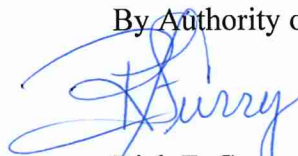
All interested firms shall send one (1) original, six (6) copies of the Qualifications & Experience/Technical Proposal enclosed in a *separately*, sealed opaque envelope marked "**Q & E/Technical Evaluation Proposal – Radio Communication System,**" and one (1) original, six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked "**Price Proposal – Radio Communication System,**" to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M., (EDT/EST) Wednesday, June 8, 2022.** Failure to provide the information specified above for the Committee's review may result in disqualification of that firm.

**NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference/Teleconference and/or the Bid Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

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, Maryland 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 and/or all proposals, and to waive formalities, informalities and technicalities therein and to take whatever action is in the best interest of Washington County. 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.

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 and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TTY dial 7-1-1 to make arrangements no later than (7) calendar days before the Pre-Proposal Conference/Teleconference.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

Cc: Coordinating Committee





## COORDINATING COMMITTEE

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All qualified firms are hereby invited to submit a Technical Proposal including information on qualifications and experience. Additionally, we are requesting concurrent submittals of Price Proposals according to these instructions. The selected firm shall provide current systems analysis and other technical services required to develop performance evaluations suitable for the evaluation of the County's existing local government and public safety P25 radio systems. The current P25 Digital Radio System utilizes TIA (Telecommunications Industry Association) standards based on digital technologies that provide for convergence of communication on the County's local government and public safety radio system. Other services may be required as specified herein. The selected firm is responsible for meeting and following all pertinent Federal, State, County and other applicable requirements.

The initial system configuration concept in the Request for Proposal (RFP) shall be used as a guideline for the Consultants.

### **1.0 GENERAL SYSTEM OPERATIONAL SYNOPSIS:**

The Washington County, Maryland Board of County Commissioners is supporting a request from its Wireless Communications Department to acquire the independent services of a certified consultant to perform a comprehensive and complete RF signal coverage study of the County's P25 digital simulcast trunked UHF public safety radio system.

The selected consultant is expected to determine inefficiencies in coverage of the county-wide radio system. Currently, parts of the County P25 radio system is approximately fifteen (15) years old. Since installation of the current P25 radio system, several areas around tower sites and coverage areas have seen considerable growth to the existing tree canopies; especially along the rivers and wooded areas of the County. There are several areas that are suffering from talk in / talk out issues; however, one of the areas most affected by this growth lies between southern Washington County, Maryland and Harper's Ferry, West Virginia. The area runs parallel to the Potomac River from Keep Tryst Road to Back Road along Harper's Ferry Road corridor.

Signal levels as measured have dropped as low as -130 dB and are unusable at times along the route. The proposal requires that the eligible consultant utilize the latest technology, equipment, software and/or other methods to determine and evaluate problematic areas. The in-county evaluation and proposal shall offer detailed solutions of how the county can improve talk-in and talk-out capability with hand-held portable radios in the areas specified above.

The county requires a 95/95 standard in non-critical areas and 99/99 in building coverage in critical areas. Critical areas will be identified by the county. The onsite in-county comprehensive P25 radio system coverage study must be done while there is full foliage in all areas of the County.

## **2.0 ELIGIBILITY:**

- A. Potential Consultants shall demonstrate a minimum of five (5) years' experience in public safety communications system design, including:
1. Public Safety Answering Point (PSAP)/Dispatch Center
  2. Interfacing of E-911 to computer assisted emergency dispatch
  3. Voice communications
  4. Data communications
  5. Digital microwave systems
  6. Automatic locator subsystems, including the use of computer mapping
  7. Interface of microwave to land line technology
  8. Redundant system design
  9. Multi-agency project including both police and fire applications
  10. Secure communications
  11. RF coverage design of a P25 system in diverse terrain such as the topography of Washington County, Maryland
  12. GPS locating
  13. Fire Station Alerting systems
  14. Voice, numeric, and alphanumeric Paging systems
- B. NOTE: The successful Consultant cannot have any connection with or financial participation with any Vendor, which intends to bid on the furnishing or installation of any proposed Washington County system.

## **3.0 EXISTING SYSTEM DESCRIPTION AND BACKGROUND:**

- A. Washington County owns and operates various communication, paging, fire station alerting and two dispatch centers. These systems operate on diverse frequencies and are utilized by both Public Safety and Local Government entities within the county.

- B. Low band-VHF, and UHF systems are currently employed. Low Band Voted Receive/Manually Selected Single Site Transmit simplex system, a ten (10) site ten channel UHF P25 phase 1 Digital Trunked Simulcast public safety radio system and associated mobile/portable devices are in use.
- C. Attached are the FCC licenses (Attachment No.1) for these systems that depict control and transmit locations. If it is decided that a new system will be installed as a phased in project, the existing users not yet on the new system will need to continue to operate on their in-place systems until they are added to the new one.
- D. There are 6 GHz and 11 GHz digital microwave T1 links between all P25 remote transmit and receive locations. All County T1 Microwave link connectivity is controlled and maintained by Maryland Institute for Emergency Systems Services (MIEMSS).
- E. Washington County holds a multi-site 10 channel 450Mhz trunked FCC license that was granted in September of 2002 (Attachment No. 1).
- F. 450 MHz was chosen since the County operates half-duplex systems on that frequency from existing sites and is aware of "real-time" coverage. It is also widely known that UHF 450MHz has great RF penetration eliminating the need for more tower sites given the terrain of Washington County.
- G. There are ten (10) transmit and receive tower locations. The County owns five (5) towers and State owns the other five (5) towers on which County equipment is co-located.

### **3.1 NEW P25 SYSTEM MINIMUM REQUIREMENTS:**

- A. Minimum Requirements:
  - 1. APCO 25 Phase 2 compliant, backward compatible with Phase 1 subscriber equipment.
  - 2. Digital capability with AES encryption.
  - 3. RF in-building coverage for belt-mounted portables using lapel speaker/mics to a standard of 95/95 percent in non-critical areas, 99/99 percent in-building coverage in critical areas. Critical buildings and areas to be determined by the County.
  - 4. If a 10-channel trunked system is recommended, an average of 150-200 users per channel shall have system access with less than a 1% probability of encountering a busy system.
  - 5. Subscriber priority administratively selectable.
  - 6. Subscriber unit "talk-around" capability for localized use and system redundancy.
  - 7. Re-grouping, re-fleeting administratively selectable.
  - 8. OTAR encryption re-keying capable.

9. Intra-operability within the system. Inter-operability with surrounding mutual aid jurisdictions.
10. Seamless integration with Maryland Institute for Emergency Medical Services System communications for medical consultation.
11. In-station "audible device" driver with voice capability for fire alerting with option to print text of dispatch information for "rip-and-run" usage.
12. Elimination of all low band system usage, including two-tone sequential fire alerting for pagers and "in-home" alert receivers.
13. UHF Alpha-numeric paging for fire dispatch information with voice paging capability.
14. UHF fire alerting system interface with Computer Aided Dispatch system for automatic sequencing.
15. Automatic vehicle location capability. The AVL system shall integrate with the CAD system for "best-located" or priority incident vehicle dispatch.
16. Unit ID displayed at dispatcher positions and available for subscriber units with unit ID-capable displays.
17. "Emergency/Man Down" button on subscriber units.
18. 99.9999 percent system reliability.
19. All equipment built to Mil. spec.
20. LTE mobile data capable. Bandwidth to be determined by equipment availability.
21. "Self-healing" system with remote diagnostics and GUI interface. SCADA capable for system alarming/ maintenance and control via microwave, landline, or fiber link.
22. Multiple position PSAP call-taker/dispatcher position console design integrated with 911 telephone system and County GIS system. A minimum of twelve (12) up to (16) Public Safety call-taker/dispatcher positions per ECC location. County currently operates a Primary and Backup ECC in different physical locations on alternating shifts.
23. Subscriber GPS locating on Push to Talk (PTT)
24. OTAP (Over the air programming)

#### 4.0 SCOPE OF WORK:

##### **Brief Description of Desired Services**

A. The County's Wireless Communications Department will provide Project Management and general oversight throughout the design and construction of the project. The Deputy Director of Wireless Communications shall be the Owner's Authorized Representative designated as the County's Project Manager who will serve as the County's point of contact throughout the project. The Consultant shall also designate a Project Manager that can speak and act on behalf of their firm to closely coordinate his/her services and confer with the County's Project Manager. Under the direction of the designated County Project Manager, the successful Consultant will undertake the following assessments and advise him/her on the following issues.

1. Requirement's assessment, including a survey of the operational needs of all County user agencies and interoperability needs (internally, as well as with Hagerstown Police Department, Hagerstown Fire Department, adjacent County, State and Federal agencies). The consultant may need to acquire some understanding of the in-place statewide radio system. This assessment will be compared to the baseline assessment and a needs requirement analysis shall result.

##### **B. Specific Description of Work**

1. The required evaluation shall include, at a minimum, an assessment of the present communications systems of the Washington County Emergency Communications Center, all Public Safety Agencies, government departments, and all allied agencies communicating by radio with Washington County. The consultant shall determine what the future communications needs are over the next fifteen (15) years for all County Public Safety Agencies and government departments, ensuring compatibility with all allied agencies. A plan, with alternatives for a voice radio system and suitable data subsystem shall be presented which meets all of the New System Minimum Requirements, Section III, above. Survey shall be used to determine the needs of user agencies. The consultant shall assess the layout of, and space available in, the primary and backup Emergency Communications Center (ECC) and recommend any renovations required to existing consoles, recording equipment, and ancillary communications equipment needed for the replacement of the communications system.

2. The communications system evaluation shall be performed in order to provide recommendations on present and future communications needs, reflecting current state-of-the-art system design. The evaluation shall, at a minimum, consider regulatory requirements, spectrum requirements, coverage requirements (for mobile and portable radios), capacity requirements, seamless operation requirements, inter and intra operability requirements, existing systems migration requirements (including those related to the infrastructure), redundancy requirements, user fleet radio migration requirements, alarm system requirements, system/network management requirements, system/network implementation requirements, system/network maintenance requirements, radio equipment site facility requirements and telecommunications requirements. Budgetary estimates shall include the cost of the radio system infrastructure upgrades and/or repairs,



non-fixed equipment, supporting microwave (or fiber optics, if reasonable), ECC facility renovations and any additional expenses associated with this project.

3. The consultant shall assist Washington County in obtaining bids, technical proposals, and technical evaluation of all bids submitted for consideration and assistance during any contract negotiations with the selected system equipment supplier.
4. The consultant may be required to participate in presentation(s) to the Board of County Commissioners of Washington County, Maryland.
5. Assistance that may be required by the County in the procurement and implementation of this project.

C. Site Inspections

The Consultant shall perform all on-site inspections and investigations necessary to retrieve field data required to complete the performance specifications and prepare the evaluation proposal for submittal to the County. Software only analysis of County RF coverage will not be accepted. Site visits shall be coordinated through the County's Project Manager, the Deputy Director of Wireless Communications.

D. Project Evaluation Schedule

The project development schedule is proposed as follows based on the date of the County's issuance of the Notice to Proceed (NTP) to the Consultant and is not to exceed the following.

1. Begin on-site evaluation visits forty-five (45) calendar days from NTP

E. Meetings

The Consultant shall have project development meetings including, but not limited to, interviews with County and allied agencies, pre-design and design conferences and progress reviews, punch list inspections, and installation meetings as necessary to effect successful project completion. All costs of participating in the project development meeting schedule shall be included in the proposal for services. The consultant shall estimate these requirements based on normal participation expected for a project of this scope.

F. Proposal Special Provisions

1. Sub-Agreements

The County will enter into a contract with the selected offeror only, and that offeror shall be responsible for all products and services required by the RFP. A subcontractor listing shall be included in all acceptable proposals. Where actual firms, contractors, or individuals are not known, the phase of work expected to be performed through sub-agreement shall be identified. The sub-agreement listing shall be identified. The sub-agreement listing shall clearly identify all joint-venture participants.

2. Contract

- a) The work shall commence immediately upon execution of the contract and issuance of Notice to Proceed and shall coincide with the Project Development Schedule.
- b) Washington County reserves the right to terminate the contract upon fifteen (15) calendar days' notice in writing, if in the opinion of the County, the work performed under the contract is not satisfactory and/or County funds become unavailable. The Consultant shall be paid for his/her services for the amount of work completed to this point according to the Bid Schedule.

3. Supporting Data

The proposal shall include any pertinent supporting documentation which demonstrates the project approach, abilities, and special expertise applicable to the project development.

4. Proposal Format

One (1) original, six (6) copies of the proposal shall be submitted to the Director of Purchasing of Washington County, each copy compiled in an orderly and easy to read format. The contents shall be suitably bound and covered, such that there are no loose inserts or detached documentation. The enclosed Washington County Proposal Form shall accompany all proposals, completed as required. Qualifications & Experience / Technical Proposals and Price Proposals shall be submitted in separately sealed envelopes.

**5.0 ITEMS TO BE FURNISHED BY THE COUNTY:**

The County shall provide the following to the successful Consultant:

- A. Access to each Washington County location requiring communication equipment. Each site visit or inspection will require advanced notice.
- B. Copies of pertinent "As-Built" drawings available upon request.
- C. Assistance by Emergency Services, Law Enforcement, Communications Maintenance, Information Systems, Public Works and other personnel in planning the system requirements and setup. The extent of this assistance can be negotiated, but it does not relieve the Consultant of his/her responsibility for producing a complete design and competitive bid package.

**6.0 USE OF EXISTING DOCUMENTS:**

The County will cooperate to the fullest extent by making available to the Consultant all documents pertinent to this program that may be in the County's possession. Washington County makes no warranty as to the accuracy of existing documents nor will the County accept any responsibility for errors and omissions that may arise from the Consultant having relied upon them.

**7.0 FOR SCHEDULE COMPLETION:**

A. TIME IS OF THE ESSENCE in completing this project. The Consultant shall complete all work and service under this agreement within the following periods required for each item.

- |    |                                                                     |                                                                                               |
|----|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 1. | Execution of Contract<br>And Proof of Insurance                     | <b>Within ten (10) calendar days of Notice to Award</b>                                       |
| 2. | Issuance of Notice to Proceed                                       | <b>Within thirty (30) calendar days after execution of contract by Consultant and County</b>  |
| 3. | Delivery of eighty (80) percent Complete competitive bid Documents: | <b>Within a maximum of One Hundred and Twenty (20) calendar days after Notice to Proceed.</b> |
| 4. | Delivery of complete competitive bid documents:                     | <b>Within a maximum of one hundred and fifty (150) Calendar days after Notice to Proceed</b>  |

**8.0 COMPENSATION TO CONSULTANT:**

- A. Compensation for the services above will be a lump sum fee and paid monthly; all expenses, including lump sum and hourly rates for work described above and described under Section 9.0 EXTRA WORK will include all supervision, travel, freight, overhead, lab testing, sampling, permit, legal and other fees, support, and any other out of pocket expenses necessary to accomplish these tasks.
- B. The Consultant shall invoice the County monthly for the work completed during the invoice period. The invoice will include a breakdown by employee classification of man-hours used and a detailed description of project progress. Failure to include this information with the invoice will result in rejection of the invoice.
- C. The County's policy of retaining ten percent (10%) of all fees due the Consultant will be applied to this agreement. This retainer fee will be paid in full to the Consultant within thirty (30) calendar days of acceptance and satisfactory completion of the project.

**9.0 EXTRA WORK:**

- A. The Consultant's price proposal will include a quotation of hourly rates for each classification of employees used in this project. These hourly rates will be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation expenses, profit and incidentals (the actual breakdown for these hourly rates is not required). Failure to include this information may render the submission as unresponsive.

- B. In the event that extra work becomes necessary, the Washington County Government will furnish a detailed scope of work to the Consultant and will request that the Consultant establish a “not to exceed” cost for the required services.
- C. Upon agreement of the “not to exceed” figure by both parties, the Consultant will proceed with the necessary work and will invoice the County for the actual man-hours charged to that item. The Consultant’s invoice will be based on the hourly rates quoted in his/her proposal. The total invoicing for the extra work will not exceed the previously agreed upon total cost without prior written approval of the Deputy Director of Wireless Communications.

**10.0 PRE-PROPOSAL CONFERENCE / TELECONFERENCE AND SITE VISIT TOUR:**

A Pre-Proposal Conference/Teleconference will be held on **Monday, May 16, 2022 at 11:00 A.M., (EDT/EST) in the County Commissioners’ Meeting Room 2001, Second Floor, Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland.** Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. It is the Consultant’s responsibility to become familiar with all information necessary to prepare a proposal. A tour of the sites will be held over a two-day period beginning on **Wednesday, May 11, 2022 and ending Thursday, May 12, 2022** between the hours of 8:00 A.M. and 4:30 P.M., (EDT/EST). **For security clearance to the federal site included in the tour, each vendor’s representatives participating in the site visit tour shall provide the following information to the Purchasing Department by no later than 4:00 P.M., (EDT/EST) Monday, April 9, 2022 with proper full name, social security number and date/place of birth.** A maximum of two (2) representatives per consultant shall be allowed. No other tours will be scheduled or permitted either at the Consultant’s leisure or by the County.

**11.0 TERMS AND CONDITIONS:**

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant fails to execute an agreement within fifteen (15) calendar days after being notified of the award of this proposal.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more firms.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days, to provide services to the County as set forth in Section 4 SCOPE OF WORK of this request.
- D. The selected Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Deputy Director of Wireless Communications.
- E. No reports, information or data given to or prepared by the Consultant under this agreement shall be made available to any individual or organization by the Consultant without the prior written approval of the Deputy Director of Wireless Communications

- F. Consultants shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, shall not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. The County reserves the right to not hold discussions after the award of the contract.
- H. By submitting a proposal, the Consultant 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.
- I. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of 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."
- J. The Consultant 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.
- K. All work shall be done in accordance with Washington County standards and those of any State, Federal, or County agencies having jurisdiction.
- L. Political Contribution Disclosure: The Bidder 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.
- M. Respondents are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), 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 commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.



- P. By submitting a proposal, the Consultant 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.
- Q. Since it is the County's desire to select the most qualified Consultant, the Coordinating Committee reserves the right to schedule oral presentations of those Consultant it deems most qualified, to take place within fourteen (14) calendar days following notification.
- R. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- S. It is expected that the contract award will be made within one hundred-twenty (120) calendar days after the receipt of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request, will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- T. Proposals must give the full name and address of proposer, and the person signing the proposal shall indicate his/her title and/or authority to bind the firm in a contract and provide their contact information to include phone number and e-mail address.
- U. Proposals cannot be altered or amended after they are opened.

**12.0 LIQUIDATED DAMAGES:**

Liquidated damages in the amount of Three Hundred (\$300.00) dollars per calendar day will be assessed against the Consultant for failure to comply with the schedule set forth in Section VII above.

**13.0 INSURANCE REQUIRED:**

- A. The successful Consultants must show evidence of Insurance as outlined in the Washington County *Insurance Requirements for Independent Contractors*, prior to execution of any contract resulting from this request.
- B. Professional Liability – The successful Consultant must also show, prior to the execution of any contract resulting from this request, 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.
- C. Certificate shall be provided as required at no additional cost to the County.

**14.0 INSPECTION/SUBMITTAL REVIEW:**

Inspection and oversight services on this project will be furnished by the Consultant.

## **15.0 PROPOSAL AND AWARD SCHEDULE**

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. The County anticipates a contract award will be made within one hundred-twenty (120) calendar days after the opening of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request, will be the most advantageous to the County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price Proposals of Consultants whose Qualifications & Experience/Technical Proposals were determined to be unacceptable to the Selection Committee will be returned unopened to the Consultant.
- F. The approval or disapproval of consultants will be determined by their response to this request and on past performance. No assumptions shall be made on the part of the Consultant as to this Committee's prior knowledge of his abilities.

## **16.0 CONTRACT TERMINATION:**

- A. The project manager assigned to the project by the Consultant and as approved by the County, shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
  - 1. Written notice shall be given to the County at least fourteen (14) calendar days in advance, if possible, requesting a change in personnel explaining why the change was necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
  - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of prior experience and training shall be submitted for review and approval by the County.
  - 3. For any approved change of personnel, the original contract cost shall remain fixed and will not be revised.
  - 4. Repeated requests of this nature are cause for the County to terminate the contract.
- B. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

## 17.0 PRICE PROPOSAL SUBMITTAL:

On the Form of Proposal, the Consultant shall provide a Total Lump Sum Fee for Design and Technical Services of the County-Wide Radio Communication System. As a minimum, your Price Proposal shall include the following:

1. The Proposal Form contained herein.
2. The proposal must be accompanied by a fully executed Affidavit executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
3. Fully executed Government-Wide Debarment using the form provided herein.
4. Conclusions, remarks and/or supplemental information pertinent to this request.

## 7.2 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 relative to any response to this solicitation.
- B. As a result of time constraints imposed on the project, the County requires interested firms to provide Qualifications & Experience / Technical Proposals concurrently with Price Proposals, each to be presented in separately sealed opaque envelopes. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS.)**

As a minimum, your Qualifications & Experience / Technical Proposal shall include the following:

1. A basic organizational chart containing all staff assigned to the project.
2. Fully documenting references to three (3) contracts comparable in scope and complexity utilizing the required technologies within the last three (3) years. References must include the company name, telephone number, contact person title, date(s) the work was performed and description of contract. Washington County reserves the right to contact any references and to request Consultant to schedule site visit.
3. A detailed project schedule showing estimated man-hours by employee classification clearly demonstrating your ability to meet the schedule contained herein. Within this schedule, the Consultant shall clearly identify those milestones and tasks he deems critical.
4. A narrative describing the Consultant's overall approach to the project. This narrative shall clearly identify special or unique features of the project and his anticipated approach. The narrative must also be consistent with and clearly

support the project schedule required under Section 4 Scope of Work.

5. Conclusions, remarks and/or supplemental information pertinent to this request.

C. As a minimum, your Price Proposal shall include the following:

1. The Proposal Form contained herein.

2. A detailed man-hour breakdown with assigned hourly rates used to establish the lump sum fees proposed under Section 4 Scope of Work above. This breakdown shall be consistent with the project schedule required under Section 7.

3. A quotation of hourly rates for each classification of employee to be used on this project. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.

4. Conclusions, remarks and /or supplemental information pertinent to this request.

#### **18.0 RESERVATIONS:**

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may require interviews. 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 Washington County. The County reserves the right to not hold discussion after award of the contract.

#### **19.0 CONSULTANT SELECTION PROCESS:**

A. This solicitation is issued pursuant to the implementation of Washington County Policy P-1 for Professional/Technical Services Selection and no proposal preparation expense will be paid by the County relative to any response to this solicitation.

B. The Coordinating Committee will be comprised of the County Administrator, County Director of Purchasing, Director of Emergency Services, Director Information Systems, Deputy Director Wireless Communications, Wireless Communications Specialist, and the County Sheriff. The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.

C. It is the County's intent to open and review each firm's Qualifications & Experience/Technical Proposal to determine a firm's qualifications, experience and technical approach to the project. If the Selection Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, the envelope 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) business days following notification.

E. Selection criteria to be used by the Committee are:

1. Responsiveness to the scope of work and these instructions to firms;
2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary constraints, and user satisfaction;
3. Specialized experience and technical competence in performing relevant projects in the past three (3) years, including qualifications of staff members who will be involved in this project;
4. Oral presentations, if required;
5. Composition of the principals and staff assigned to the project, particularly the proposed project manager and immediate staff, and their qualifications and experience with projects such as that being proposed.
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
7. Firm's capacity to perform the work giving consideration to current workloads;
8. Firm's familiarity with problems applicable to this type of project;
9. References from previous clients (Section XVIII.A.2), including size and scope of the project, name and telephone number of contact person.
10. Price Proposal.

**20.0 AWARD:**

- A. If an award is made, the County shall award the contract to the Consultant whose proposal is in the best interest of Washington County. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Although not the sole determining factor, prices will be the prime determining factor in selecting the qualified Consultant receiving a contract. Upon qualification of proposers, the lowest total price from the following price proposal shall be used by the County to award the contract.

**21.0 CONSULTANT'S RESPONSIBILITIES:**

- A. The Consultant shall designate a Project Manager that can speak and act on behalf of the Consultant and serve as their single point of contact to Washington County.
- B. A qualified employee of the Consultant shall evaluate the physical and technical aspects of the installations.
- C. Any revisions, improvements, or modifications to the deliverables in this contract will be documented and made available to Washington County.



- D. All firmware and software used in conjunction with the analysis and preparation of specifications will be provided at no added charge to Washington County, including a license for use by the Successful Vendor awarded the contract to provide and install the future radio communications system.

**22.0. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

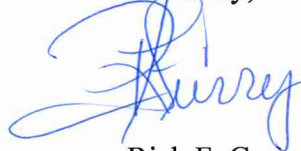
Shall any Consultant find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he shall at once request in writing an interpretation from: Rick F. Curry, CPPO, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, FAX (240) 313-2331 or send questions in Microsoft Word platform via-email to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all Consultants in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Consultant to receive any such addendum or interpretation shall not relieve such Consultant from any obligation under his proposal as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M., (EDT/EST) Wednesday, May 25, 2022 may not be considered.** Every interpretation made by the County will be made in the form of an addendum which, if issued, will be sent by the Purchasing Agent to all interested parties.

If your firm is interested in performing the above services, please submit one (1) original, six (6) copies of the qualifications & experience/technical proposal enclosed in a sealed opaque envelope marked "**Q & E / Technical Proposal – Radio Communication System Consultant**", and one (1) original, six (6) copies of the price proposal enclosed in a *separately* sealed opaque envelope marked "**Price Proposal – Radio Communication System Consultant**" no later than **4:00 P.M., (EDT/EST) Wednesday, June 8, 2022** to the office of Rick F. Curry, CPPO, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of the Washington County. Inquiries regarding this request shall be directed to Rick F. Curry, CPPO – Director of Purchasing, 240-313-2330.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE

cc: Coordinating Committee Members

**(PUR-1541)  
AGREEMENT**

**BY AND BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND**

**AND**

**I. PARTIES**

This Agreement is made and entered into by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a subdivision of the State of Maryland (the "County"), and \_\_\_\_\_, (the "Consultant").

**II. WORK EFFORT**

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal ("RFP") dated May 2, 2022, and all addenda (collectively the "RFP") and the Consultant's "Proposal" dated \_\_\_\_\_ (the "Proposal"), the contents of said "RFP" and "Proposal" are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

**III. SCHEDULE**

The Consultant may commence work within ten (10) calendar days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project schedule as contained in the "RFP."

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment or deviation from the schedule.

#### **IV. TERMINATION**

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the "RFP" within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine that termination is in the best interest of the County the County may terminate the Agreement. Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated, and the effective date of such termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

#### **V. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

## **VI. AUDITS**

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

## **VII. DEFECTIVE WORK**

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

## **VIII. CHANGES**

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

## **IX. WAIVERS**

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

## **X. COUNTY FURNISHED DATA**

All information, data, reports, records, and maps as are existing and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

## **XI. DATA RELEASE**

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF EFFORT, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

## **XII. REPORTS**

Reports are to be provided as specified in the "RFP."

## **XIII. MEETINGS**

When requested by the person established as the primary contact for the task being performed, selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.



#### **XIV. PAYMENT**

The Consultant hereby agrees to undertake the project for the following Total Sum Fee of \_\_\_\_\_ as set forth in the "RFP" and the "Proposal."

County-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for re-negotiation of the Total Sum Fee, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of person-hours (number and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order.

#### **XV. METHOD OF PAYMENT**

The Consultant will, at the designated time set forth in the project schedule incorporated into this Agreement, submit on its standard form an invoice for services rendered. The invoices shall indicate the percentage completion of each of the major tasks and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the original and two copies of the invoice directly to the Division of Information Systems, Washington County Administration Complex, 100 West Washington Street, Room 3300, Hagerstown, Maryland 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Finance Officer for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

#### **XVI. PERSONNEL**

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the Project. Prior to removal/replacement or attempted removal/replacement of personnel, the Consultant agrees to obtain the County's written approval of such personnel removal/replacement. The Consultant's failure to obtain the County's written approval of such personnel removal/replacement will constitute grounds for the County to terminate this Agreement pursuant to Section IV. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time, without explanation or recourse. If, at any time, and in its sole discretion, the County determines that the services provided under and pursuant to this Agreement by any of the Consultant's personnel are not satisfactory, the County will notify the Consultant in writing after

which the Consultant will immediately withdraw such personnel and, within one (1) working day, furnish replacement personnel who possess the required qualifications and who will perform satisfactory services hereunder.

## **XVII. EQUAL OPPORTUNITY EMPLOYMENT AND DBE ASSURANCES**

### **A. Equal Opportunity Employment**

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant will not:

- (1) fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or
- (2) limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

The Consultant will comply with the regulations relative to non-discrimination on federally assisted programs of the U.S. Department of Transportation ("DOT") Title 49, Code of Federal Regulations ("CFR"), Part 21, as amended from time to time ("Regulations"), and incorporated herein and made a part hereof by reference.

The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin. The Consultant will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the FAA, or the MAA, to be pertinent for ascertaining compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails

or refuses to furnish this information, the Consultant will so certify to the County, the FAA, or the MAA, as appropriate, and will set forth the Consultant's efforts made to obtain the information.

In addition, the Consultant further certifies that it now complies and will continue to comply with all federal, state, and local laws and regulations pertaining to equal opportunity and equal employment practices.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the County will impose such sanctions as the County, the FAA, and/or the MAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

**B. DBE Assurances**

It is the policy of the DOT that DBE, as defined in 49 CFR Part 26, as amended from time to time, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended from time to time, apply to this Agreement. The Consultant agrees to ensure that DBE, as defined in 49 CFR Part 26, as amended from time to time, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Consultant will take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended from time to time, to ensure that DBE have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**C. Prompt Payment**

The Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Consultant receives from the County. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**XVIII. CONFLICT OF INTEREST**

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

## **XIX. EXECUTION OF AGREEMENT**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

## **XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**

### **A. Professional Liability**

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, its servants or agents, under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

### **B. General Liability**

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents (other than that arising out of Consultant's professional services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

### **C. The Consultant shall not hold the County liable for any injuries to employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.**

### **D. The Consultant will provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters mentioned in subparagraph (A), (B) and (C) of this section and shall name the Board of County Commissioners of Washington County, Maryland, its agents, elected and appointed officials, commission members and Employees, as additional insureds under the Consultant's general liability policy**

## **XXI. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XXII. SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Consultant, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement 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 Department.

## **XXIII. DELAYS AND EXTENSIONS OF TIME**

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

## **XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order is issued.

## **XXV. AVAILABILITY OF DATA**

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

## **XXVI. OWNERSHIP OF DOCUMENTS**

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

## **XXVII. DISSEMINATION OF INFORMATION**

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

## **XXVIII. SANCTIONS UPON IMPROPER ACTS**

If the Consultant, or any of its officers, partners, principals, members or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

## **XXIX. RESPONSIBILITY OF CONSULTANT**

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Consultant within two years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

**XXX. CHOICE OF LAW**

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Contract shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

**XXXI. COMPLIANCE WITH LAWS**

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

**XXXII. TRADE RESTRICTION**

The Consultant, by submission of an offer and/or execution of a contract/agreement, certifies as follows:

- A. It is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (“USTR”);



- B. It has not knowingly entered into any contract or subcontract for the Project with a person that is a citizen or national of a foreign country on said USTR list; nor is it owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. It has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of the DOT in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said USTR list for use on the Project, the FAA may direct through the Sponsor cancellation of this Agreement at no cost to the County.

Further, the Consultant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of this Agreement or any subcontract for default at no cost to the Government. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America; and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **XXXIII. NOTICE OF POLITICAL CONTRIBUTIONS**

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Election Law Article, Title 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1541** to be executed on \_\_\_\_\_, 2022, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND**

\_\_\_\_\_  
Krista L. Hart, Clerk

BY: \_\_\_\_\_  
Jeffrey A. Cline, President

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Title

Address \_\_\_\_\_  
\_\_\_\_\_

Recommended for approval:

\_\_\_\_\_  
Josh O'Neal, Director  
Division of Information Systems

Approved as to form and legal sufficiency  
for execution by the County:

\_\_\_\_\_  
Kirk Downey  
County Attorney

**RADIO CONSULTANT FOR  
COUNTY-WIDE LOCAL GOVERNMENT/PUBLIC SAFETY RADIO SYSTEM  
FOR WASHINGTON COUNTY, MARYLAND**

**FORM OF PROPOSAL  
PUR-1541**

The Firm Of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, at the following lump sum contract prices:

*(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

**A. RESEARCH, PLANNING AND PRELIMINARY ENGINEERING:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

**B. PREPARATION OF COMPETITIVE BID DOCUMENTS:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

**C. TECHNICAL ASSISTANCE DURING THE BIDDING OF THE INSTALLATION CONTRACT:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

**D. TECHNICAL ASSISTANCE DURING THE INSTALLATION CONTRACT:**

Annual Payment:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

**TOTAL PROJECT (LUMP SUM FEE – SUM OF ALL LISTED ABOVE):**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

**CONDITIONS OF THE PROPOSAL:** It shall be understood that by submission of this proposal, the Consultant agrees to all of the conditions of the Request for Proposals (RFP) dated May 2, 2022 and any Addenda issued thereto and referenced above. **LIQUIDATED DAMAGES** of Three Hundred (\$300) Dollars per calendar day will be assessed against the Consultant for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the County's designated Project Manager or conditions encountered beyond the Consultant's control will be given due consideration in the event that Liquidated Damages become an issue.

**CONSULTANT MUST SIGN HERE:**

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

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

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

Authorized Signature: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Employer's Identification No.: \_\_\_\_\_

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

**EXCEPTIONS** (If no exceptions are taken, state NONE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

**POLICY TITLE:** Insurance Requirements for Independent Bidders

**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 Bidder Contracts:

"The Bidder 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 Bidder 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 Bidder 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** (continued)

The Bidder is ultimately responsible that Sub Bidders, 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 Bidder 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 Bidder 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 Bidder. 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 Bidder.

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 Bidder.

**General Indemnity:** The Bidder 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, attorneys 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 Bidder, 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

**PUR-1531**  
**WASHINGTON COUNTY, MARYLAND**  
**PURCHASING DEPARTMENT**  
**AFFIDAVIT**  
(Must be completed, signed, and submitted with the Price Proposal.)

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above  
(Print Signer's Name) (Print Office Held)

named Bidder does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above-named Bidder and I affirm the following:

**AFFIDAVIT I**

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



**GOVERNMENT WIDE  
DEBARMENT AND SUSPENSION**

**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, Bidders, 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, Bidders, 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 Bidder is required to verify that none of the Bidder, 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 Bidder 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 Bidder 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 Bidder 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 Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Signature of Bidder's Authorized Official: \_\_\_\_\_

Printed Name of Bidder's Authorized Official: \_\_\_\_\_

Printed Title of Bidder's Authorized Official: \_\_\_\_\_

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