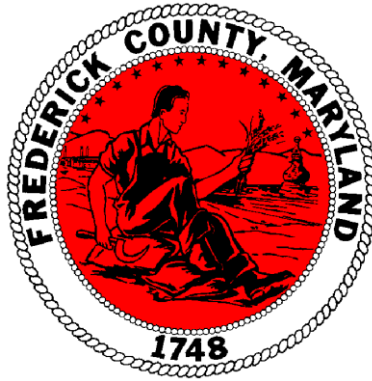


**THE BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MD**

REQUEST FOR PROPOSALS (RFP) #13-12

**INCIDENT COMMAND SIMULATOR SYSTEM
FOR FREDERICK COUNTY, MARYLAND**



PROCUREMENT & CONTRACTING DEPARTMENT

Pre-Proposal Conference:
October 9, 2012 at 2:00 P.M.
Public Safety Training Center
2nd Floor Conference Room
5370 Public Safety Place
Frederick, Maryland 21704

Proposal Due Date:
October 23, 2012 at 4:00 P.M.
Frederick County Procurement & Contracting Office
12 East Church Street, Winchester Hall
Frederick, Maryland 21701

AN ORIGINAL AND FIVE COPIES OF YOUR SUBMITTAL ARE REQUESTED

Patricia M. Guise, CPPB
Procurement Analyst III
Phone: (301) 600-1044
Fax: (301) 600-2521
pguise@frederickcountymd.gov

<http://www.frederickcountymd.gov/index.aspx?NID=1117>

Issued: September 28, 2012

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IMPORTANT: ADVISE THE DEPARTMENT OF PROCUREMENT AND CONTRACTING IMMEDIATELY IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED

DOCUMENT A

GENERAL CONDITIONS

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Department of Procurement & Contracting by phone at 301-600-1067 or fax 301-600-2521, Monday through Friday, from 8:00 a.m. to 4:00 p.m. and from the Internet at <http://frederickcountymd.gov/index.aspx?NID+1117>.
- 1.1 All proposals are to be submitted on and in accordance with forms for this purpose, which are available at the Department of Procurement and Contracting. Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
- 1.2 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Department of Procurement and Contracting, 12 East Church Street – First Floor, Frederick, MD 21701 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
- 1.4 Each proposal shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Affidavit forms are provided in the solicitation package.
- 1.6 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Department of Procurement and Contracting.
- 1.7 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the Director of Procurement and Contracting in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The Director of Procurement and Contracting will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Department of Procurement and Contracting website: <http://frederickcountymd.gov/index.aspx?NID=1117>
- 1.8 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Director of Procurement and Contracting. Proposals may not be withdrawn during this period.
- 1.9 Unless otherwise specified, all formal proposals submitted shall be irrevocable for 4 months following proposal opening date, unless the Contractor(s), upon request of the Director of Procurement and Contracting, agree to an extension.
- 2 RESERVATIONS:
 - 2.1 The Director of Procurement and Contracting reserves the right to reject any or all proposals or parts of proposals when, in the Director of Procurement and Contracting's reasoned judgment, the public interest will be served thereby.
 - 2.2 The Director of Procurement and Contracting, with the approval of the Board of County Commissioners of Frederick County, MD may waive formalities or technicalities in proposals as the interest of the County may require.

- 2.3 The Director of Procurement and Contracting reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 2.4 The Director of Procurement and Contracting reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in the Director of Procurement and Contracting's judgment, be in the best interest of the County
- .2.5 The Director of Procurement and Contracting may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the services are being purchased.

3 DELIVERY:

- 3.1 Contractors shall guarantee delivery of services in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 3.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 3.3 The Director of Procurement and Contracting reserves the right to charge the Contractor or vendor for each day the services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Director of Procurement and Contracting and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 3.4 The Director of Procurement and Contracting reserves the right to procure the services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the services may be charged against the Contractor and deducted from any monies due or which may become due him.

4 COMPETITION:

- 4.1 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.2 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.
- 4.3 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

5 PROTEST:

- 5.1 An interested party may protest to the Director of Procurement and Contracting the award or the proposed award of a contract for supplies, services or construction. Interested party means an actual or prospective bidder, offeror, or Contractor that may be aggrieved by the solicitation or award of a contract or by the protest. Protestor means any actual or prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or the award of a contract and who files the protest. The protest must be in writing and addressed to the Director of Procurement and Contracting.
- 5.2 Protest based upon alleged improprieties in any type of solicitations that are apparent before the proposal opening or the closing date for receipt of initial proposals must be filed before proposal opening or the closing date and time for the receipt of the proposal. In all other cases proposal protests must be filed not later than seven (7) days after the basis for protest is known or should have been known, whichever is earlier. The term "filed" means received in the Department of Procurement and Contracting. Any protest filed after the time limit prescribed above will not be considered.
- 5.3 The written protest must include at a minimum the name and address of the protestor, identification of the procurement, and, if a contract has been awarded, its number, if known, reason(s) for the protest and supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date must be indicated.
- 5.4 The Director of Procurement and Contracting will submit a copy of the protest to the County Attorney upon receipt of the protest.
- 5.5 Any additional information requested of the protestor by the Director of Procurement and Contracting must be submitted within five (5) days after receipt of notification in order to expedite consideration of the protest. Failure to comply with a request for information by the Director of Procurement and Contracting may result in a resolution of the protest without consideration of any information that is untimely filed pursuant to such request.
- 5.6 Upon written request, the Director of Procurement and Contracting will make available to any interested party information submitted that bears on the substance of the protest except when information is proprietary or otherwise permitted or required to be withheld by law or regulation.
- 5.7 A decision on a protest will be made by the Director of Procurement and Contracting in writing as expeditiously as possible after receiving all relevant, requested information. Before issuance, the decision of the Director of Procurement and Contracting will be reviewed by the County Attorney.
- 5.8 Should the department head of the County agency originating the proposal or the protestor disapprove of the Director of Procurement and Contracting's decision, they may appeal the decision to the Board of County Commissioners within seven (7) days after receipt of the decision. All information used to support the protest and the decision of the Director of Procurement and Contracting will be made available to the Board of County Commissioners.
- 5.9 A written decision on the protest shall be made expeditiously by the Board of County Commissioners and deemed the final action on the protest.

- 6 DISPUTES: In cases of disputes as to whether or not a service quoted or delivered meets specifications, the decision of the Director of Procurement and Contracting, or authorized representatives, shall be final and binding on all parties. The Director of Procurement and Contracting may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.

- 7 EXCEPTIONS: The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 8 UNIT PRICES: Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 9 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 10 GOVERNING LAW:
- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate federal or state court located within the State of Maryland.
- 10.2 The laws of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 10.3 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling at (410) 767-1340 or Toll Free (888) 246-5941.
- 11 COMPLIANCE WITH LAWS: If awarded a contract, the Contractor hereby represents and warrants that it:
- 11.1 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.
- 11.2 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 become so in arrears during the term of the contract.
- 11.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 11.4 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- 11.5 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract 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.

12 HOLD HARMLESS/INDEMNIFICATION:

12.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

12.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13 TERMINATION:

13.1 Termination for Convenience: The performance of work under this contract may be terminated by the County, with concurrence of the Department, in accordance with this clause in whole, or from time to time in part, whenever the County determines that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

13.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract, with concurrence of the Department, by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the County can affirmatively collect damages.

14 AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

15 INTEGRATION: These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

16 NON-ASSIGNMENT OF CONTRACT: The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the Director of Purchasing.

17 AFFIDAVIT: The attached affidavit is provided to facilitate your compliance with the applicable law.

18 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 18.1 The County operates under a public information law, which permits access to most records and documents.
- 18.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

19 COOPERATIVE PURCHASE:

- 19.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested.
- 19.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

20 CONTRACT SERVICES AGREEMENT:

- 20.1 The County and Contractor must execute a Contract Services Agreement, which is attached for your review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in your proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of your bid.
- 20.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

DOCUMENT B
INCIDENT COMMAND SIMULATOR SYSTEM
FOR FREDERICK COUNTY, MARYLAND

SPECIFICATIONS

1 SCOPE:

Frederick County, Maryland (hereinafter called the “County”) is seeking proposals from qualified firms (hereinafter called the “Contractor”) for the provision of a turnkey incident command simulator and software based tactics simulation in accordance with the terms, conditions and specification of this RFP.

2 BACKGROUND:

The County is part of the “Golden Triangle” located 45 minutes from both Baltimore and Washington, DC. The largest county in Maryland at 663 square miles, Frederick is also Maryland’s fastest growing county in the Washington metro region and contains Frederick City, the second largest city in Maryland. The County is home to approximately 243,000 residents and 9,000+ businesses employing 91,000+ workers. Governed by an elected Board of County Commissioners (BoCC), the County operates under a form of government called “non-home rule” with the five-member BoCC serving as the County’s legislative body. County services include police, fire and rescue, corrections, public works, planning and zoning, landfill, water and sewer, and parks and recreation. Currently the County’s general obligation debt is rated triple A by Moody’s Investors Service, Standard & Poor’s and Fitch IBCA.

3 PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on October 9, 2012 at 2:00 P.M. in the Public Safety Training Center, 2nd Floor Conference Room, 5370 Public Safety Place, Frederick, Maryland 21704 to discuss objectives and answer questions relating to this Request for Proposal. Contractor’s attendance is not required but is strongly encouraged.

4 QUESTIONS AND INQUIRIES:

Questions concerning this Request for Proposal must be addressed in writing to Patricia Guise, CPPB, FAX number (301) 600-2521 or e-mail pguise@frederickcountymd.gov and delivered no later than 10 days in advance of the proposal’s due date.

5 CONTRACTOR’S QUALIFICATIONS:

- 5.1 Contractors shall have a minimum of three (3) years of Incident Command Simulator System experience.
- 5.2 Contractors must have the capability of providing the volume of equipment and software required.

- 5.3 Contractors must be available at all times to answer inquiries and provide the maintenance services required under this contract.
- 5.4 The Contractor must have an extensive knowledge of the proposed incident command simulator and software.

6 CONTRACTOR'S REQUIREMENTS:

- 6.1 The Frederick County Division of Fire and Rescue is looking to purchase a standalone turnkey Incident Command Simulator to assist in the development of our Incident Command Training Program. This simulator will assist in providing uniform training of our company level and command level officers in contemporary incident command procedures, strategy, and tactics.
- 6.2 The County is seeking an interactive type simulator with a minimum of a 15" display area.
- 6.3 The software based tactics simulation system will add a realistic learning 3-dimensional environment that is both dynamic and as real to life as possible allowing fire and smoke to react to the user's actions. The simulated incidents will create a controlled emergency environment within which the student can apply the concepts of incident command, apparatus placement, strategy and tactics, water supply, etc., while receiving feedback from both the instructor and the computer simulation system as the incident scenario unfolds in real time based upon the decisions that are made by the student.
 - 6.3.1 The software shall be a virtual environment to train tactics specific to Frederick County.
 - 6.3.2 The software shall make each firefighter participating make decisions on the fireground. This will allow practical application, in the field, of lessons learned in the classroom in 3D virtual world.
 - 6.3.3 The software shall allow the creation of scenarios utilizing apparatus currently being used by the Frederick County Division of Fire and Rescue, by:
 - 6.3.3.1 Customizing the response times, amount of water, and even the equipment carried on each apparatus;
 - 6.3.3.2 Customizing the location and size of the fire;
 - 6.3.3.3 Including occupants in the structure, bystanders in front of the structure; and
 - 6.3.3.4 The capability to change the construction type of the structure.
 - 6.3.4 Once the fire has started, the fire model will grow and spread based on NIST fire modeling data without input from the facilitator and the fire will react to tactics that firefighters employ while working on the scene.
 - 6.3.5 The software shall focus on fireground decision making at every level, where the actions of each firefighter affect the results of the scenario. This will allow every participant in the training event to learn as opposed to only involving the Incident Commander.

- 6.3.6 The software shall not limit the actions of the firefighter, allowing them to make mistakes that they might make on the fireground and giving command the ability to correct those mistakes.
- 6.3.7 The software will allow each firefighter to open any ventilation point, vent-enter-search, set fans, and employ tactics in the 3D environment, eliminating the need to script every correct and incorrect action of a firefighter.
- 6.3.8 The software will allow firefighters to experience the same type of communication as is commonly heard on the fireground. Common problems such as poor/inaccurate arrival reports or fire/smoke location descriptions, “talking over” other communications, and unnecessary communications can be brought to light in order to correct this behavior in the virtual world and transfer the desired results to the fireground.
- 6.3.9 The software shall track the actions of each user in each scenario to report the order of events such as when the 360 was completed, when the gas was turned off, when the windows were vented, order in which rooms were searched and doors were opened, etc. tracking the who, what, and when on the virtual fire scene.
- 6.4 Contractors shall propose the necessary equipment and software to make a fully functional incident command simulator in a fixed classroom environment with 10 workstations as well as equipment and software for four mobile/portable incident command simulators.
 - 6.4.1 Contractors shall describe the minimum and optimal hardware requirements including: processor, disk space, memory, video, OS, and monitor.
 - 6.4.2 Contractors shall describe any non-standard hardware or interface devices required or supported by their system, the source and cost of obtaining replacements, as well as the types of connections required.
 - 6.4.3 Contractors shall describe the processes, capabilities, and requirements for system administration of their product, including maintenance, upgrades, available APIs, data import/export capability, database requirements, etc.
- 6.5 Support: The Contractor shall provide all support for the hardware and software.
- 6.6 Training: The Contractor shall provide training to County staff on system set-up and use of the simulator system. This training must be provided to three different groups of students over three consecutive days.
- 6.7 Warranty: The Contractor shall provide, at a minimum, a three year 24/7 on-site warranty on the hardware and software.

7 SUBMISSION OF PROPOSAL DOCUMENTS:

- 7.1 Contractors are required to complete and return the following documents with their proposals:

Technical Proposal

Attachment 2 (Technical Proposal Signature Cover Page)

Attachment 3 (Contractor's Reference Information)

Attachment 4 (Notice to Offerors/Contractors)

Attachment 5 (Affidavit)

Attachment 6 (Certification of Compliance with Purchasing Regulation 1-2-36) and any exceptions the Contractor may take (on company letterhead). The Contractor must state clearly, concisely, and fully any exceptions taken to the specifications or terms and conditions of this request for proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of Procurement and Contracting in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable to the County, the proposal will be considered non-responsive.

Price Proposal

Attachment 7 (Price Proposal Page)

Failure to return required documents may be cause for rejection of proposal

7.2 Contractors shall minimally include the following information in their Technical Proposals:

7.2.1 Expertise and Experience:

7.2.1.1 Provide a brief statement describing the Contractors background information, history, resources and/or track record.

7.2.1.2 Provide an organizational chart of proposed team or staff for this project.

7.2.2 Business Plan:

7.2.2.1 Describe in detail how your firm is structured to ensure timely delivery of required services/products.

7.2.2.2 Describe your firm's Project Management capabilities.

7.2.2.3 Describe your firm's Customer Services process and provide sample of firm's communications and statements.

7.2.2.4 Describe the billing software you are using, who owns it, who supports it and describe the process by which required programming changes are made.

7.2.2.5 Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.

7.2.2.6 Describe firm's Disaster Recovery Plan.

7.2.3 Key References: Provide a listing of three (3) client references. The services provided to these clients, ideally should have similar characteristics to those requested in this RFP. Please include name, address, email and current telephone number. Please include time period of contract.

8 EVALUATION OF OFFERS:

- 8.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County. Proposals will be evaluated based on the technical and price submittals and if deemed necessary by the County, on oral discussions held with the Contractors.
- 8.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second, if deemed necessary, on oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance.
- 8.2.1 Demonstrated understanding of the County's needs.
 - 8.2.2 Qualifications and technical competence of the firm and staff.
 - 8.2.3 Experience and past performance with Incident Command Simulator Systems of similar or greater size and complexity.
 - 8.2.4 Quality of work, control of costs and ability to meet schedules.
 - 8.2.5 Proposed methodology to ensure services are performed in a cost-effective manner.
 - 8.2.6 Completeness of the proposal.
 - 8.2.7 Price.
- 8.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
- 8.4 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 8.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of proposal submission.
- 8.6 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

9 BILLING AND PAYMENT:

- 9.1 Invoices shall be submitted monthly in duplicate for all services performed during the preceding month to:

Frederick County Government
Attn: Steve Leatherman
Fire & Rescue Services
5370 Public Safety Place
Frederick, MD 21704

- 9.1 Each invoice shall include the following information:
- 9.1.1 Federal Employer Identification Number (FEIN);
 - 9.1.2 Contractor's name and address;
 - 9.1.3 Name of Using Department;
 - 9.1.4 Frederick County Contract Number;
 - 9.1.5 Service item(s) performed and applicable remarks;
 - 9.1.6 Date and length of time of each service performed;
 - 9.1.7 Name of individual(s) performing the required services;

10 INSURANCE REQUIREMENTS: The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

- 10.1 General Liability insurance with minimum limits of:
- 10.1.1 \$1,000,000 per occurrence;
 - 10.1.2 \$2,000,000 General Aggregate;
 - 10.1.3 \$2,000,000 Prod/CO Aggregate;
 - 10.1.4 \$1,000,000 Personal/Advertising Injury;
 - 10.1.5 \$ 50,000 Fire Damage Legal Liability and
 - 10.1.6 \$ 5,000 Medical Expense.

- 10.2 General Liability insurance must cover:
- 10.2.1 Premises/Operations;
 - 10.2.2 Products/Completed Operations;
 - 10.2.3 Contractual Liability;
 - 10.2.4 Independent Contractors;
 - 10.2.5 Broad Form Property Damage and
 - 10.2.6 Personal/Advertising Injury.

The General Liability insurance policy must include the Board of County Commissioners of Frederick County, Maryland as Additional Insured and must include a Waiver of Subrogation. If General Liability policy has a Self-Insured Retention or Deductible greater than \$1,000 you will be required to submit audited financial statements for review.

- 10.3 Professional Liability/Errors & Omissions coverage with minimum limits of:
- 10.3.1 \$1,000,000 per Occurrence and
 - 10.3.2 \$2,000,000 Aggregate.

Professional Liability must indicate if it provides Occurrence or Claims Made coverage.

If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of three (3) years after completion of contract or "tail" coverage must be purchased.

If Professional Liability policy has a Self-Insured Retention or Deductible greater than \$25,000 you will be required to submit audited financial statements for review.

- 10.4 Workers' Compensation coverage with minimum statutory limits.
- Out of state employers must show evidence of coverage in Maryland by listing Maryland as a covered state and not rely on "other states" coverage. On a Standard Workers' Compensation policy this is typically established in Section 3A of the Declarations Page. A copy of the Declarations Page showing evidence of coverage must be provided.
- 10.5 Employers Liability coverage with minimum limits of:
- 10.5.1 \$100,000 per Accident;
 - 10.5.2 \$100,000 per Employee and
 - 10.5.3 \$500,000 per Policy.
- 10.6 Certificates must have the following phrases struck from the Cancellation text:
- 10.6.1 "endeavor to" and
 - 10.6.2 "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".
- 10.7 **CERTIFICATE HOLDER** must be:
- Board of County Commissioners of Frederick County, Maryland
12 East Church Street
Frederick, Maryland 21701
- 10.8 If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.
- 10.9 Any insurance written on a Claims Made form must indicate retro date.
- 10.10 All policies requiring **Additional Insured** or **Waiver of Subrogation** wording **MUST** be accompanied by the corresponding endorsements – blanket endorsements are acceptable.
- 10.11 All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.
- 10.12 If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

- 10.13 The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. All certificates must include an authorized signature and provide for at least 30 days notice of cancellation. Further, the Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.
- 10.14 The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- 10.15 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 10.16 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

ATTACHMENT 1

FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2012, by and between the Board of County Commissioners of Frederick County, a body corporate and politic of the State of Maryland, (herein "County") and, (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of (*input contract sum in words*) Dollars, (\$ *Insert contract sum in figures*) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending

said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(input key Contractor representative(s))

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Purchasing of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing

design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an individual selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, Finance, or Management Services. The decisions of the individual selected by the County Manager to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

The only parties to any proceeding to determine a dispute shall be the Contractor and the owner, unless the Contractor and owner otherwise agree to allow additional parties.

Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the owner shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (*input LD amount, if any*) _____ (\$_____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to

compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall

be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

(a) in the case of the County, to:

Pat Guise, CPPB
Procurement Analyst III
Division of Purchasing
12 East Church Street
Winchester Hall
Frederick, Maryland 21701
Office Phone: 301-600-6804
Fax: 301-600-2521
E-mail: pguise@frederickcountymd.gov

With a copy to:

Director of Procurement & Contracting
12 East Church Street
Frederick, MD 21701

(b) in the case of the Contractor, to:

(input Name, title, address and contact info)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(SIGNATURES ON NEXT PAGES)

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

**Board of County Commissioners of
Frederick County, MD**
a body corporate and politic of the State of
Maryland

By: _____

By: _____

Blaine R. Young, President
Board of County Commissioners

CONTRACTOR: (input Contractor name)
(Contractor address)
(Contractor address)
(Contractor address)

Check one: Individual Partnership Corporation

By: _____
Signature of Authorized Representative
(notarized)

Name: _____

Title: _____

Address:

State of _____ }
County of _____ }ss

On _____ before me,
_____ personally
appeared _____
personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: _____

Notary Seal:

EXHIBIT "A"
SCOPE OF SERVICES

sample

EXHIBIT "B"
SPECIAL REQUIREMENTS

sample

EXHIBIT "C"
SCHEDULE OF COMPENSATION

sample

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

sample

EXHIBIT "E"
Insurance

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

General Liability insurance with minimum limits of:

\$1,000,000 per occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Prod/CO Aggregate;
\$1,000,000 Personal/Advertising Injury;
\$ 50,000 Fire Damage Legal Liability and
\$ 5,000 Medical Expense.

General Liability insurance must cover:

Premises/Operations;
Products/Completed Operations;
Contractual Liability;
Independent Contractors;
Broad Form Property Damage and
Personal/Advertising Injury.

The General Liability insurance policy must include the Board of County Commissioners of Frederick County, Maryland as Additional Insured and must include a Waiver of Subrogation.

Professional Liability/Errors & Omissions coverage with minimum limits of:

\$1,000,000 per Occurrence and
\$2,000,000 Aggregate.

If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of 3 years after completion of contract or "tail" coverage must be purchased.

Workers' Compensation coverage with minimum statutory limits.

Employers Liability coverage with minimum limits of:

\$100,000 per Accident;
\$100,000 per Employee and
\$500,000 per Policy.

Certificates must have the following phrases struck from the Cancellation text:

"endeavor to" and
"but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

CERTIFICATE HOLDER needs to be:

Board of County Commissioners of Frederick County, Maryland
12 East Church Street
Frederick, Maryland 21701

If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.

All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.

If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.

The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.

The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

ATTACHMENT 2

TECHNICAL PROPOSAL SIGNATURE COVER PAGE

TITLE: Incident Command Simulator System for Frederick County, Maryland

DUE DATE: October 23, 2012 TIME: 4:00 P.M.

TO: Frederick County Procurement & Contracting Department
12 East Church Street, 1st Floor
Frederick, MD 21701

The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the Request for Proposals, and in the various proposal documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.

[] We wish to submit a "NO PROPOSAL" at this time, but request that our company remain on your bidders list for future solicitations.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT 3
CONTRACTOR'S REFERENCE INFORMATION

Name of Company: _____

The above Company has been in business at present location for _____ years.

1. References: Provide the name, address, telephone number and email address of at least five (5) entities for which the Contractor has provided Incident Command Simulator Systems during the past three years, including City, County or State governments, if applicable.

1.1 Entity Name: _____ Contract Dates: _____
Contact's Title _____ Telephone Number: _____
Address: _____ Email Address: _____
Services Provided: _____

1.2 Entity Name: _____ Contract Dates: _____
Contact's Title _____ Telephone Number: _____
Address: _____ Email Address: _____
Services Provided: _____

1.3 Entity Name: _____ Contract Dates: _____
Contact's Title _____ Telephone Number: _____
Address: _____ Email Address: _____
Services Provided: _____

1.4 Entity Name: _____ Contract Dates: _____
Contact's Title _____ Telephone Number: _____
Address: _____ Email Address: _____
_____ Services Provided: _____

1.5 Entity Name: _____ Contract Dates: _____
Contact's Title _____ Telephone Number: _____
Address: _____ Email Address: _____
_____ Services Provided: _____

ATTACHMENT 4

**FREDERICK COUNTY GOVERNMENT
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of Frederick County proposals/solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: (301) 694-2521 to the attention of the Purchasing Director.

Title: _____

Project No: _____

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.**
- We are inexperienced in the work/commodities required.**
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Frederick County Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior Frederick County contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone: (____) _____

Address: _____

ATTACHMENT 5

AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____ Proposal Number _____

I, _____, the undersigned, _____ of the above name Contractor
(Print Signer's Name) (Print Office Held)

does declare and affirm this ____ day of _____, _____ that I hold the aforementioned office in the above
(Month) (Year)

named Contractor and I affirm the following:

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Frederick County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 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 712 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

PRINTED NAME

ATTACHMENT 6

**CERTIFICATION OF COMPLIANCE
With Frederick County Purchasing Regulation 1-2-36,
Hiring of Illegal Aliens Prohibited for Performance of County Work**

I, _____, hereby certify or attest that:
(Name)

1. I am the owner or authorized representative of _____;
(Name of Firm)
2. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3. Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4. Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

(Signature)

(Date)

Print Name of Signatory: _____

Print Title of Signatory: _____

Employer Name: _____

Employer Address: _____

ATTACHMENT 7

PRICE PROPOSAL COVER PAGE

(Must be submitted separately from the Technical portion of the proposal)

TITLE: RFP #13-12 Incident Command Simulator System for Frederick County, Maryland

Item No.	Description	Pricing
1	Hardware	
2	Software License(s), Including Annual Maintenance	
3	Implementation	
4	Training	
5	Other Costs	

Contractors shall include all items necessary to provide the products and services specified. Additional items must be itemized and added to the list above. Contractor's price shall include all labor, materials, products, and services necessary to install and provide the products and/or services as specified. **THE COUNTY SHALL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE PROPOSAL.** All charges for overtime, installation, shipping, etc. must be included.

**THE PERSON COMPLETING THE PRICE PROPOSAL COVER PAGE
MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK**

COMPANY NAME: _____
PRINT COMPANY NAME

REPRESENTATIVE'S NAME: _____
PRINT REPRESENTATIVE'S NAME

REPRESENTATIVE'S TITLE: _____
PRINT REPRESENTATIVE'S TITLE