



**PRINCE GEORGE'S COUNTY
GOVERNMENT**

**REQUEST FOR PROPOSALS
NO. S08-055
NON-EMERGENCY CALL CENTER**

Special accommodations for persons with disabilities may be made by calling (301) 883-6400 or TDD: (301) 925-5167.

ISSUE DATE: February 28, 2008

PRE-PROPOSAL CONFERENCE: March 10, 2008 at 2:30 p.m.

PROPOSAL CLOSING DATE: April 3, 2008 by 2:00 p.m.

This document is available, free of charge, on Prince George's County's Website at <http://www.princegeorgescountymd.gov/> or from the Office of Central Services, Contract Administration and Procurement Division, 1400 McCormick Drive, Suite 200, Largo, Maryland 20774 for a fee of \$5.50. Copying of this document for redistribution for re-sale is prohibited.

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SECTION I
INTRODUCTION

SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

Prince George's County, Maryland ("The County") is requesting proposals from qualified firms to provide a full service, turn-key Non-Emergency Call Center Solution ("Solution"), built upon Customer Relationship Management ("CRM") technology to support County Government operations. The County invites all qualified Offerors to submit written proposals that clearly explain how their combination of proposed software, professional services and equipment will best satisfy the County's requirements and operational objectives, as described in this Request for Proposals ("RFP"). The County intends to make a single award to the successful firm. Please be advised that the County is not seeking an outsourced/hosted solution under this Solicitation.

The County intends to pursue the implementation of this project in a phased approach. Phase One will include five (5) public service agencies, which have been identified as the Department of Public Works and Transportation, Department of Environmental Resources the County's Office of Community Relations, the County Council and the Office of the County Executive. **The County anticipates a contract award date no later than June 1, 2008 and having Phase I in production by November 30, 2008.** The subsequent phases will include additional large County public service agencies, yet to be determined, ultimately resulting in the consolidation into one fully automated County Non-Emergency Call Center. The County intends to implement Phase One only, under this Solicitation. The County is unable to determine if and when subsequent Phases will be deployed.

A Proposal Analysis Group (the "PAG") appointed by the County's Purchasing Agent will rank submitted proposals. The PAG will consider both qualifications and cost in the selection of the firm.

Important Note: This RFP has a mandatory subcontracting requirement. A minimum of 30% of the total contract value must be subcontracted with one or more certified Minority Business Enterprises (MBE).
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1.2 PROPOSAL CLOSING DATE

To be considered, an original and ten (10) copies of the "Technical Proposals" and an original and ten (10) copies of the "Cost Proposals" must be submitted in two separately sealed packages and sent to:

Stacey M. Spillane, Contract Services Officer
Prince George's County Government
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

Proposals must be received and time stamped by the Contract Administration and Procurement Division no later than **April 3, 2008 by 2:00 p.m.** The submittals must be sealed, and the outside envelope must be clearly marked "**RFP No. S08-055.**"

Late proposals will not be considered. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Administration and Procurement Division. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **March 10, 2008 at 2:30 pm in Suite 308**, 1400 McCormick Drive, Largo, Maryland 20774. Attendance is not mandatory but is strongly recommended. While attendance is not mandatory, information presented may be very informative; therefore, all potential Offerors are encouraged to attend in order to enhance their understanding of the County's requirements and to prepare acceptable proposals.

1.4 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than **March 17, 2008 by 5:00 p.m.to:**

Stacey M. Spillane, Contract Services Officer
Prince George's County Government
1400 McCormick Drive, Suite 300
Largo, Maryland 20774
Phone Number:(301) 883-6400
Fax Number: (301) 883-6440
sspillane@co.pg.md.us

Written answers will be sent to all vendors listed by the County as receiving a copy of this Request for Proposals (RFP).

1.5 PROPOSAL ACCEPTANCE

The County reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the County reserves the right to make a whole award, partial award, or no award at all.

1.6 TERM OF CONTRACT

The initial term of the contract shall be for one (1) year from the date of contract execution. The County shall have the option to extend the contract for four (4) additional one-year optional periods.

1.7 PRICE ESCALATION

All prices shall remain firm/fixed for the initial contract period. A price increase may be considered upon written request from the contractor at least 60 days prior to the beginning of any subsequent contract renewals. Price increases shall not, however, exceed the adjusted percentage (%) change in the Consumer Price Index for the Washington-Baltimore Area as published by the Bureau of Labor Statistics, using the index as a base index for the ensuing contract period. Any price adjustment will be at the sole option of the County.

1.8 DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 calendar days following the closing date for this Request for Proposals. This period may be extended by mutual written agreement between the Offeror and the County.

1.9 NOTICE TO OFFERORS

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of the solicitation and specifications. Failure to do so will not relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

SECTION II
GENERAL INFORMATION

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. The County will not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms listed by the County as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

2.3 ORAL PRESENTATIONS

The County reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the County's Proposal Analysis Group, and/or clarify their technical submittal. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

2.4 PERFORMANCE SECURITY

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract.

- 2.4.1** A performance bond satisfactory to the County, executed by a surety company authorized to do business in Maryland or otherwise secured in a manner satisfactory to the County, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

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2.4.2 A payment bond satisfactory to the County executed by a surety company authorized to do business in Maryland or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract.

2.4.3 The Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such subcontractor. Attorney's in-fact who sign bonds, must file with each bond a certified copy of their power to sign said bonds.

2.5 TAX CERTIFICATION AND GOOD STANDING

The successful Offeror must be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a Corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute Form A, Tax Certification Affidavit (See Appendix D) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven days of the County's Notice of Intent to Award.

2.6 TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The successful Offeror shall, within seven calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service "IRS" Form W-9, Request for Tax Payer Identification Number and Certification. Contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to contractors by accessing the IRS website at www.irs.gov.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity must obtain and submit the appropriate IRS Form W-8.

To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the County and its contractors. If the term of the contract exceeds one year, the County may request periodic re-submission of the W-9. If the contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

2.7 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Freedom of Information Act, 10-601 et. seq., State Government Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offerors must clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

2.8 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the contract shall be construed or interpreted to preclude the County from accomplishing any task or undertaking of any operation or project utilizing its own work force.

2.9 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after time fixed for closing of the proposals.

2.10 MINORITY BUSINESS ENTERPRISE PARTICIPATION

“It is the policy of Prince George’s County, Maryland, that Minority Business Enterprises (MBE) shall have the maximum opportunity to participate as Contractors or subcontractors in the provision of goods and services.

An MBE is a firm owned and controlled by one or more minority individuals which has been certified as such by the Minority Business Development Division (“MBDD”) of Prince George’s County, Maryland”.

This RFP has a mandatory subcontracting requirement. A minimum of 30% of the total contract value must be subcontracted with one or more certified Minority Business Enterprises (MBE).

2.11 SUBCONTRACTING

Any person undertaking a part of the work under the terms of the contract, by virtue of any agreement with the contractor, must receive approval of the Purchasing Agent prior to any such undertaking. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects to the provisions specified for the contractor. The contractor shall, however, remain fully liable

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and responsible for the work done by their subcontractors. The County may terminate the contract if the subcontracting is done without the Purchasing Agent's prior approval.

2.12 EVIDENCE OF SUBCONTRACTING

Pursuant to the provisions of Section 10A-111 (c) of the County Code, the Contractor is required to submit with their bid/price proposal executed copies of the Subcontractor Project Participation Statement and complete the Subcontractor Participation Schedule (Appendix G and Appendix G-1).

2.13 PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Offeror, the Offeror agrees when submitting their proposal that they will make available to all County agencies and departments, bi-county agencies, in-county municipalities, the resulting contract in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal.

2.14 RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The contractor will perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature.

Neither the County's review, approval or acceptance of, nor payment for, any of the services required under the contract shall be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the performance of this contract, and the contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the contractor's negligent performance of any of the services furnished under the contract.

The rights of the County provided for under the contract are in addition to any rights and remedies provided by law.

2.15 STANDARD DATE DATA COMPLIANCE

2.15.1 The contractor warrants that the products provided or systems developed under the contract shall be date data compliant.

2.15.2 "Date Data Compliant" means that the product or system (including equipment, machines or devices with embedded microprocessor chips) is able to accurately process data, including, but not limited to, calculating, comparing, and sequencing, from into, during and between the years and centuries, providing correct results when moving forward or backward in time, and leap year calculations without human intervention; all data base calculations by the product or system correctly calculate the

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year and century rollover as well as the leap year and the storage and retrieval of dates within the database of the product or system correctly handle and year dates; when used either in stand alone configuration or in combination with other Date Data Compliant products used by Prince George's County. The product or system will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year.

2.15.3 In addition to any warranties applicable to the contract or any remedies otherwise available to the County, the contractor agrees to restore the product or system to the same level of performance as warranted herein, or to promptly repair or replace the product or system, with a conforming product or system so as to minimize interruption of the County's ongoing business processes, time being of the essence, for any product or system furnished under the contract that is not "Date Data Compliant". All resources required to restore, repair or replace the Date Data defect(s) shall be the sole responsibility and expense of the contractor and at no cost to the County. Any deliverable schedules shall not be adjusted, altered or changed to accommodate the contractor in this matter unless agreed to by the County. Upon receiving notice of a Date Data problem from the County's contract designee or representative, the contractor shall inform the County within two hours of such notice of an applicable cure period. The County, in its absolute sole discretion, shall determine whether such period is acceptable and notify the contractor as soon as reasonably practical of its acceptance or rejection of the cure period. In the event that the County rejects the applicable cure period and the contractor is unable to perform within the period mandated by the County, then the contractor hereby agrees and authorizes the County, including third parties hired by the County, to correct the problem and charge the contractor for all costs and expenses associated with the cure. This warranty shall survive beyond termination or expiration of the contract. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County.

2.16 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The contract to be formed as a result of this RFP (the "contract") shall be by and between the Offeror as contractor and the County, and shall contain provisions included in this RFP. By submitting a proposal in response to the RFP, the Offeror accepts the terms and conditions set forth herein.

2.17 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which should be completed by all Offerors, are included as Appendix A and Appendix D of this RFP.

SECTION III

SCOPE AND REQUIREMENTS

SECTION III: SCOPE AND REQUIREMENTS

3.1 VISION

The overall vision for the County Non-Emergency Call Center is to implement a strategy to improve customer service within the County that simplifies and shortens the time between residents and citizens reporting an issue and/or submitting an inquiry and receiving a resolution and/or a response, while improving the delivery of County services.

Additionally, the County is looking for the Non-Emergency Call Center to provide the ability to leverage existing call center resources across the County and standardize call taking policies and procedures; provide the office of the County Executive, the County Council and County management with detailed metrics on how efficiently calls for service are being handled by the County and spot trends early in order to allow staff to be proactive in taking action.

The Non-Emergency Call Center will foster accountability as well as allow managers to establish customer service goals and oversee the work of their department, enable local elected officials the ability to monitor the delivery of services to their constituents, and assist County administrators with making informed decisions regarding the allocation of resources based upon the identification of emerging trends.

3.2 BACKGROUND INFORMATION

The County is a full-service, multi-function government, serving the needs of the County's approximately 900,000 residents. Services provided or paid for by the County from local, County and Federal sources include education, police, fire and emergency services, public works, transportation, storm water management, court and correctional services, programs for the aged citizens and other special populations, public health services, refuse collection and landfill operations, zoning, building permits, housing, and community development.

The County incorporates an area of approximately 487 square miles and lies between Washington, DC and Baltimore, Maryland. Bordering the County are Howard and Anne Arundel Counties to the North and East, Montgomery County and Washington, DC to the West, and Charles County, Maryland to the South. The County is part of the Baltimore-Washington Standard Metropolitan Statistical Area. The County seat is Upper Marlboro, Maryland. Prince George's County operates under a "home rule" Charter which was adopted in November 1970.

The Department of Public Works and Transportation, Department of Environmental Resources and the Office of Community Relations are responsible for handling most public service calls as well as dispatch functions for their agency and the County Council for their constituents.

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All calls for service for those agencies are received and processed in various Prince George's County Government buildings using individual disparate call answering equipment.

Public service call volume has increased over the past seven (7) years to an average of 2,700 phone calls per day, with the average handling time varying for each call. The majority of those calls are reported to be shared between the Department of Public Works and the Department of Environmental Resources.

County Non-Emergency Call Center Customer Service

The following table describes the primary types of calls received from the public to Prince George's County Government.

County Call Center Services

Call Type	Description of Requests	Common Responses
Directory Assistance	Requests for telephone numbers, addresses, and office hours of various County agencies.	Transfer the caller to the appropriate agency.
Information Request	Requests for answers about County policies/procedures, County events, and operational information.	Answer question and/or send information to requestor.
Service Request	Requests for County services such as tree removal, sewage pipe problems, traffic light problems, etc.	Determine correct County Agency to handle inquiry and route to the appropriate Agency.
Complaint	Complaints by County residents regarding quality of life issues.	Determine appropriate response to complaint, forward to the responsible Agency and follow-up with written response.
Investigation	Requests for information of a specialized or personal nature, such as requests for public safety reports, theft statistics, etc., requiring agency-specific expertise.	Request is forwarded to respective Agency for response.
Calls Requiring Dispatching	Calls informing the County of car accidents, break-ins, damage and destruction to property, etc.	The call is transferred to Public Safety Communications emergency or non-emergency agencies for processing and dispatching.

3.3 COUNTY'S EXISTING ENVIRONMENT

The newly acquired Non-Emergency Call application will be hosted in the County's data center, to ensure adequate bandwidth for all current and potential users of the application.

Current cabling is Category Six (6) enhanced rated and the switching is provided by the Cisco Catalyst 6510.

All file and print servers are Compaq Proliants running the Microsoft Server 2000/2003 Operating System.

A number of applications will be connected into the proposed CRM application.

Five (5) site locations, consisting of approximately fifty-five (55) work stations will be connected to the application thru a fiber connection utilizing a gig to the desktop. Each site is connected by fiber and will use Cisco switching and routing equipment.

3.4 MINIMUM QUALIFICATIONS

The Offeror must demonstrate its ability to meet the minimum qualifications in this Section. The Offeror must address individually and separately each minimum qualification and requirement. The proposal will *only* be considered if complete responses are given to all of the minimum qualifications.

3.4.1 The County requires the Offeror to have at least five (5) years experience in implementing a system similar or relative experience with a governmental agency, with at least two (2) years experience and a demonstrated fully implemented system.

3.4.2 The Offeror must meet the mandatory minority subcontracting requirement of 30%, as provided for in Sections 2.10 and 5.6 of this Solicitation.

3.4.3 The proposed solution must meet the Required Technical Features and Functionality Requirements outlined in Attachment #4.

3.5 SCOPE OF WORK

The Contractor shall provide an integrated Non-Emergency Call Center Solution built upon Customer Relationship Management (“CRM”) technology. The Solution will receive and track both inquiries and non-emergency concerns from both County residents and/or businesses that may require resolution.

The Solution must include knowledge based access with existing Computer Telephony Integration (“CTI”) that will provide call routing and performance reporting. Knowledge base is the functionality that assists the call taker and citizen with additional information related to resolution of a request or question. The knowledge base provides reference information, lists, policies and procedures along with other types of information that may be needed to respond to a request or question. The Solution shall have the capability to interface with five (5) existing County Agencies, as provided for herein. The Contractor shall provide the following in Phase One:

- System Architecture and Design
- System Compatibility
- System Interface
- Staffing
- Software
- Implementation Plan
- Testing
- Software Acceptance
- Training
- Rollout
- Documentation
- Post-Implementation Support
- Business Process Review

3.5.1 System Architecture and Design

The County's current standard browser is Microsoft Internet Explorer with a centralized standard enterprise SQL server (s) platform. While the County prefers a solution utilizing the SQL server platform, the County will consider other non-proprietary platforms. Should the Offeror propose a solution that utilizes database software or hardware inconsistent with the County's standards, the Offeror will be responsible for all support, maintenance and administration of their proposed solution for a minimum of five (5) years after acceptance. The Offeror shall propose a web-based solution that will be available to County citizens and residents 24 x 7 and that is scalable to meet County present and future needs. The County prefers that future web-based applications utilize the .NET framework for web development.

The proposed Solution must have the ability to be accessed from a minimum of four (4) various County buildings. The hardware will be housed at the Largo Government Center, located at 9201 Basil Court, Largo, Maryland, 20774.

The Offeror shall include in their proposal the minimum and recommended system specification and documentation of all components of the proposed system's architectural design. The specification shall include hardware and software support, security requirements, system availability and performance. This specification shall also include all telecommunication, server and other technical requirements, required to ensure optimum performance of the proposed Solution.

The Contractor shall be required to collaborate with the County's Information Technology and Telecommunications staff and other County Agencies, as required, to design, construct, test and implement the required interfaces/integration that ensure a seamless integrated solution.

3.5.2 System Compatibility

The County Call Center Solution shall be compatible with and integrate into the County's existing automated environment as provided below.

Avaya 8720 PBX

- Avaya 8720 G3xV13. Software Version: R013x01.2.632, CMS 13.0.HG.06.
- Computer Telephony Integration (CTI) with Avaya 8720 (PBX)
- Avaya Automated Call Distribution (ACD)

Cisco Network Infrastructure

- Cisco Switching Environment (Catalysis 2900 to Catalysis 6515)
- Category 5e/6 Wiring to the desktop

Application Server Environment

HP ProLiant DL380 G5 2.33GHz High Performance Rack Server
2 Quad-Core Intel® Xeon® E5345 (2.33GHz, 1333MHz FSB, 2x4MB L2) Processors
HP 16GB Fully Buffered DIMM PC2-5300 8X2GB Memory
Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit
HP Smart Array P400/512 PCIe Controller
(2) HP 72GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive
(4) HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive
HP 1000-W Hot-Plug Power Supply
HP 1000-W Redundant Hot-Plug Power Supply
HP Redundant Hot-Plug Fans
Embedded NC373i Multifunction Gigabit Network Adapter
HP NC360T PCI Express Dual Port Gigabit Adapter
Integrated Lights Out 2 (iLO 2) Standard Management

End-User Workstations

- DELL Optiplex 745 Minitower, Core 2 Duo E6300/1.86GHz, 2M, Integrated Broadcom Gigabit NIC
- Dell UltraSharp 1707FP Flat Panel w/Height Adjustable Stand, 17 inch Viewable Image Size
- Dell USB Keyboard, USB 2-Button Optical Mouse with Scroll
- Memory - 1.0GB, Non-ECC, 667MHz DDR2 2x512
- 80GB SATA, 3.0Gb/s and 8MB Data Burst Cache
- 3.5 Inch, 1.44MB Floppy Drive
- 16X DVD+/- RW
- Dell Two Piece Stereo Speaker System
- Windows XP Pro, OfficePro 2003

Desktop Operating Systems and Software

- Microsoft Windows XP
- MS Office 2003 and 2007
- Internet Explorer 6.0 and 7.0
- Microsoft Outlook 2003
- Modular Messaging Mailboxes
- ESRI ARC GIS, Version 9.2

Database Environment

- MS SQL 2000, 2005 Standard and Enterprise

3.5.3 System Interface

The County currently has legacy applications that will be interfaced with the Non-Emergency Call Center during Phase I and in subsequent phases. The Contractor shall use standard application programming interfaces (APIs) or other current technologies that will enable future interfaces with legacy systems. The Contractor in cooperation with the County must perform unit, functional, system and interface integration tests to simulate the County's transactions in both a non-production and production environment to validate the integrity of application interfaces and database as part of the system test plan described herein.

The Offeror shall provide a proposed documented plan that describes the Offeror's approach for the development of the interfaces to include:

- Tasks
- Roles and Responsibilities
- Data Formats
- Descriptions of Interfaces

The proposed Solution shall interface with the following legacy systems:

Department of Environment Resources (“DER”) Systems:

- Application: DERcares - a web form that customers use in order to submit an email to DERcares which can be viewed at:
<http://www.goprincegeorgescounty.com/Government/AgencyIndex/DER/newpage.asp>
- Chameleon - Application used to enter and respond to animal control complaints. Architecture: C++, MS SQL Server 8, Windows 2000 Server, Windows 2000/XP Workstations

Department of Public Works and Transportation (“DPWT”):

- Stormtrak – Application used as a work management system which tracks all inventory as it relates to snow removal. Architecture: MS SQL Server 2000 and workstations and the OS for both pc and server is Windows 2000.

Prince George’s County GIS Interface:

Prince George’s County is currently running on ESRI ARC GIS, Version 9.2, which receives data from both the Washington Suburban Sanitary Commission (“WSSC”) and the Maryland National Capital Park and Planning Commission (“MNCPPC”) which is updated at least once a month.

Public Safety:

While there is not a direct interface with the County’s Public Safety Communications, The County’s Public Safety Communications Division may receive non-public safety related calls, occasionally, and will transfer those calls to the Non-Emergency Call Center on a pre-determined 10-digit number. Conversely, the Non-Emergency Call Center may occasionally receive emergency phone calls, which must be forwarded to a pre-determined 10-digit number within the 911 Center.

The proposed Solution will replace the following applications:

Office of Community Relations (“OCR”):

- Architecture: Various Access and Excel Applications

The County Council:

- Architecture: Various Access and Excel Applications

The Office of the County Executive:

- Currently only has a pc-based communication tracking system.

3.5.4 Staffing

General

Contractor-provided staff shall have the appropriate technical skills and experience required to accomplish the work for which they are responsible. Assignment of Contractor staff to the Contract shall be in accordance with the appropriate qualifications, experience, and duties submitted by the Contractor and accepted by the County.

Identification Badges

Contractor staff shall be required to wear identification badges at all times while working in County facilities.

Key Staff

The Contractor shall provide a qualified Project Manager who will be responsible for overseeing all aspects of the services to be provided, and who serves as the Contractor's primary contact for management and administration of the work to be provided under the contract. The Project Manager will be considered Key Staff and shall not be replaced by the Contractor without prior written approval by the County. The Project Manager assigned by the Contractor must be proactive in identifying problem areas, suggesting possible solution alternatives, responding to County concerns, providing 24-hour coverage, and in general facilitating a positive, cooperative working relationship with the County. The County may request the designation of other Key Staff by the Contractor. The Project Manager shall ensure continuity of the proposed project management plan. The duties of the Project Manager include but are not limited to:

- Create and provide to the County a Project Plan and a Master Project Schedule with identified milestones
- Facilitate communication among project team members
- Make commitments and decisions on behalf of Contractor and any subcontractors
- Implement updates and changes to the Project Plan as approved and directed by the County
- Attend and participate in progress review meetings
- Provide Progress Reports to include the following:
 - An updated project schedule with explanations of all deviations from the approved schedule together with a plan to recover the schedule
 - An updated list of project action items, their status and due dates
 - A summary of planned activities for the upcoming month
 - A summary of any change requests and contract questions, including status
 - A summary of current and anticipated project problem areas with responsibilities noted for each
 - An updated documentation schedule highlighting the documents transmitted for review by the County

Contractor Personnel Changes

The County shall have the right to require the removal and replacement of any “Key Personnel” of the Contractor or the Contractor’s Subcontractors who are assigned to provide services to the County. As used in this Agreement, the term “Key Personnel” shall mean the Contractor Project Manager and any other personnel of the Contractor or its Subcontractors fulfilling a key role in the Project, whom the County designates to the Contractor as “Key Personnel.”

The County in writing must approve the addition or promotion of any personnel to key positions on the Project, and the County shall have the right to interview and approve all personnel whom the Contractor proposes to promote or add to key positions. Unless approved by the County in writing, the Contractor shall not: (i) remove the Contractor’s Key Personnel from the Project or permit its Subcontractors to remove Key Personnel from the Project; or (ii) materially reduce the involvement of the Contractor’s Key Personnel in the Project or allow its Subcontractors to materially reduce the involvement of Key Personnel in the Project. The Contractor shall replace any personnel who leave the Project with equivalently qualified persons. The County in writing must approve all replacement personnel, and the County shall have the right to interview all replacement personnel proposed by the Contractor for positions on the Project.

Prohibition against Hiring County Employees

The Contractor is prohibited from employing County personnel for the duration of this agreement and for one year after the conclusion of this Contract without prior approval of the County. Active recruitment of County staff by the Contractor shall be sufficient cause to terminate this agreement during the performance period and to recover recruitment, hiring, and training costs up to one year after the conclusion of this agreement.

3.5.5 Software Requirements

The County prefers a commercial off-the-shelf (COTS) product existing within the marketplace that does not require special customization of code other than built in configuration options. The proposed software must include:

- System security at the application, service request and field levels
- Service backup, recovery and archiving capabilities
- Audit trail capability
- Integration with the County’s existing automated environment
- Streamlined storage of documents associated with service requests
- System and user documentation
- Any required third party software

3.5.6 Implementation Plan

The Contractor shall work with the County's Implementation Team to develop and execute an Implementation Plan that minimizes the impact to the County's day-to-day operations while meeting the proposed Implementation Plan.

The Non-Emergency Call Center Solution implementation shall be deployed by the Contractor in accordance with an agreed upon time schedule. The Contractor shall address in detail all aspects related to the implementation of Phase One only. The Implementation Plan shall include at a minimum the following components:

- Roll-out plan and schedule for Phase One, to include five (5) County Agencies
- System installation
- System configuration
- Data collection and verification for required data that is not available electronically
- System interface development
- Comprehensive testing to include unit, functional, system, interface, system stress test, and acceptance testing
- Development of required business reports
- Review and development of Key Performance Indicators
- Training plan to include end-user training
- All other implementation tasks as reasonably necessary to meet the requirements of this RFP.

3.5.7 Testing and Software Acceptance

The Contractor shall develop test plans to achieve the primary objectives of exhausting, identifying, exposing and resolving virtually all issues and associated risks, and ensuring that all areas of the Solution are acceptable to the County. The test plan should include testing to be conducted in both a non-production and production environment. In order to identify and correct any system issues prior to the implementation, the County will validate and approve identified test plans. The components of the required plans are identified below:

Test Environment – All functional, technical and performance requirements must be demonstrated in a test environment with a complete database. This environment will consist of implementing the entire system and data elements in conjunction with the best practices for the entire County.

Production Environment – This environment will repeat the successful demonstration of all functional, technical and performance requirements, with a complete mirrored database. This environment will consist of implementing the entire system and data elements utilizing best practices throughout the County.

The Contractor shall collaborate with the County to develop necessary test scripts for assurance of the integrity, accuracy of the systems, and document the results of all testing. The Contractor's testing shall be executed in accordance with an agreed upon installation and implementation schedule,

testing milestones and deliverables. The County must review and approve all test plans. The test plans shall, at a minimum, include:

- Unit tests
- Functional tests
- Systems tests
- Interface tests
- Systems stress tests
- User acceptance tests

Contractor's testing shall provide specific deliverables during the project that fall into three basic categories: Documents, Test Items/Bug Write-ups, and Reports as described below.

- Documents will include a Test Approach, a Test Plan, a Test Schedule and Test Specifications
- The Test Item/Bug Write-ups will consist of tracking logs, bug descriptions, regression results and disposition.
- Reports will consist of Weekly Status Reports, Completion Reports, and Test Final Reports—Sign-Off

Tests conducted by the Contractor may not prevent the operation of existing systems or cause system interruptions, unless previously approved by the County. The Contractor shall provide test scripts that exercise the system according to the test criteria and document the results of all testing to include the following:

- Reference to the appropriate section of the test procedures
- Test results for each test segment including a passed/failed indication and any modifications made to the procedures during the test, screen prints included sign-off by the Offeror's test engineer and of the County's representative(s) witnessing the test.
- Date of the test
- Provision for comments by the County's representative(s)
- Copies of any variance reports generated
- System logs or printouts saved as part of the test

3.5.8 Software Acceptance

In addition to any other acceptance procedures as may be defined in the contract, acceptance procedures for Software will be as set forth herein. The County shall be deemed to have accepted each Software Product (i) upon its issuance of written notice of such acceptance or (ii) sixty (60) days after the start of Production Date, unless at or before that time the County gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for Software will be due before Acceptance thereof, except to the extent required by any progress payment set forth in the agreement. Any notice of rejection will explain how the Software fails to substantially conform to the functional and performance specifications of the Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The

County, in its sole discretion, will have the option to re-perform any acceptance tests. If the Contractor is unable to remedy the deficiency within (60) days of notice of rejection, the County shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Software, or terminating the Contract in its entirety for default.

3.5.9 Training

The Contractor shall provide the County with a comprehensive training program to assist with the facilitation and development of end-user training for the implementation of the proposed Solution. Training shall be provided on-site where an instructor administers formal training utilizing a minimum of the Call Center Solution Software, handouts or workbooks. The Contractor shall provide a Training Plan that defines a program approach and delivery strategy that promotes acceptance of the Call Center Solution, facilitates the productivity of the end-users, and optimizes both the long term and daily utilization of the system.

The Training Plan shall consist of a competency-based approach, which validates the effectiveness of the training. This should include but not be limited to the utilization of pre and post-tests and an evaluation of the training by trainees. The Training Plan shall support the following major user types:

End-Users – End User training shall cover software functionality that an end-user needs to know in order to use the application. This includes but is not limited to:

- Create, modify and cancel a service request;
- Accept and route a service request to the appropriate personnel;
- Resolve a service request;
- Query a service request status;
- Access the information reference function (knowledge base);
- Create, modify and print reports.

System Administrators – System Administrator training shall cover software functionality that a system administrator needs to know in order to use the application, including but not limited to:

- User management;
- Group management;
- Service request configuration;
- Information reference configuration;
- Knowledge base maintenance.

Technical Staff – Technical Staff training must prepare, for in-house staff, an overview of the methodology used to build interfaces with the proposed Solution and how to convert other databases to the Solution.

Train-the Trainer – Train-the-Trainer training must prepare in-house staff to lead, facilitate and deliver the instructor-led portions of the system. This course shall provide the trainer role and responsibilities, the promotion, planning and teaching process and exams to test learning.

3.5.10 Rollout

Upon completion of the system assessment, configuration, testing and training activities, the Contractor shall prepare for and perform the installation of the new Call Center Solution and the additional applications in accordance with a Rollout plan and schedule developed by the Contractor and approved by the County. The rollout plan shall include the sequence and schedule for new system deployment, installation of all system interfaces, training and roles and responsibilities that include production testing.

3.5.11 Software/System Documentation

The Contractor shall provide system documents that describe all software in sufficient technical detail, so that this information can be used by system administrators and site administrators, to replace/upgrade software, and resolve identified problems. The Contractor shall deliver three (3) hard copies and one (1) electronic copy of the following documentation, which must be submitted in a format specified by the County and in accordance with the timelines set forth below:

- Within five (5) business days of the execution of a contract, Contractor shall provide to the County complete documentation of all software. This documentation must be indexed to describe its purpose, and allow the user to easily locate their desired information. This includes but is not limited to user manuals, system documentation, etc.
- Revisions to subsequent documents must include a number, date, and subject in a revision block. Any revisions to subsequent documents must be officially approved by the County and the Contractor's Project Manager and submitted within five (5) business days of approval.

3.5.12 Post Implementation Support

The Contractor shall provide post-implementation support, commencing with the final system rollout. The Contractor shall develop a post-implementation plan that ensures that the system is operational, stable, and achieves 99.8% system availability. The plan shall include a post-implementation support plan and a post-implementation system maintenance and support plan.

3.5.13 Business Process Review

The Contractor shall work with the County's Project Team to identify and recommend changes to the County's business processes that will allow full utilization and maximize efficient use of the proposed solution. However, the proposed Solution must be flexible enough to allow functionality, even if the County cannot adopt the proposed business process changes. The Contractor shall document in writing any proposed changes to the business practices and associated procedures.

3.6 INSURANCE

The contractor will save, keep harmless, and indemnify the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the contractor, or any employee, agent or representative of the contractor.

INSURANCE REQUIREMENTS: The contractor will provide the County with evidence of its contractor's commercial insurance coverage's for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the contractor or any of the contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the contractor will provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

<u>Worker's Compensation:</u>	<u>Statutory Limit's (State of Maryland)</u>
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the contractor for all work or operations under or in connection with this project; and all obligations assumed by the contractor under this contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000/\$2,000,000
per occurrence/ aggregate

PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000

Prince George's County Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this contract.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit

Prince George's County Maryland must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this contract.

(If hauling contaminants, pollutants):

The contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

Contract employees are not permitted to operate any vehicle owned by Prince George's County whether in commission of the contract or outside of same.

MISCELLANEOUS PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the contractor all costs the contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the contractor or any other person for whose acts the contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$1,000,000 per occurrence/\$3,000,000 aggregate

The following special provisions and conditions are part of the insurance requirements.

SPECIAL PROVISIONS FOR INSURANCE:

- (1) The contractor shall forward to the County, Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the County's, Office of Risk Management is given 30 days written notice before any change or

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cancellation is made effective. If requested, the contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.

- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by the contractor shall not release the contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the County reserves the right to terminate this contract.
- (5) The contractor shall require each subcontractor, at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County, Risk Management Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.
- (6) Any contract of insurance or indemnification naming the County, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.
- (8) The contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

Prince George's County Government
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Attention: Stacey Spillane – RFP NO.: S08-055

SECTION IV

PROPOSAL SUBMITTALS

SECTION IV: PROPOSAL SUBMITTALS

4.0 GENERAL

It is the Offeror's responsibility to clearly identify and describe the goods and services being offered in response to the Request for Proposal. Offerors are cautioned that both organization and thoroughness of their response are critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety. All required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

4.1 TECHNICAL PROPOSAL FORMAT OUTLINE

Each technical proposal shall have the following sections prominently displayed:

Section I:	Title Page
Section II:	Table of Contents
Section III:	Overview
Section IV:	Proposal
Section V:	Minority Business Enterprise Participation
Section VI:	Exceptions or Restrictions
Section VII:	References
Section VIII:	Affidavits, Certifications, Affirmations
Section IX:	Attachments

4.2 TECHNICAL PROPOSAL FORMAT DESCRIPTION

The Offeror shall present on double-spaced typed pages their offer. Offeror must address each of the areas covered under the evaluation criteria in the order as provided below:

VOLUME I – TECHNICAL PROPOSAL

SECTION I – TITLE

4.2.1 Title Page: Each proposal shall begin with a Title Page. It should display the words "**RFP No. S08-055 – Non-Emergency Call Center**". It should also have the name of the company and the name, title, business address, e-mail address, telephone and facsimile numbers of the person authorized to obligate the Offeror.

4.2.2 Transmittal Letter: The technical proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. An individual who is authorized to bind the Offeror to all statements, including services and prices, contained in the proposal must sign the transmittal letter (in blue ink).

SECTION II – TABLE OF CONTENTS

4.2.3 Table of Contents: The proposal should contain a "TABLE OF CONTENTS" with page numbers indicated.

SECTION III – OVERVIEW

4.2.4 Background and Experience: The Offeror shall provide a concise description of the Offeror's company, including origin, state of incorporation, background, and current staffing size. Include information concerning general organization, staffing, and experience as a systems integrator as well as similar software procurement / development projects and systems integration initiatives. Provide a summary describing the Offeror's area(s) of expertise and resource capabilities as they relate to this proposal. In addition, please describe why the Offeror, from a technical and functional perspective, is the best fit for the County environment. Describe the distinguishing features the County should know about the Offeror.

4.2.5 Executive Summary: The Offeror shall submit an Executive Summary that explains the Offeror's understanding of the County's intent and objectives and how the Offeror's proposal would achieve those objectives. The summary must discuss the Offeror's plan for implementing and ensuring all required services provided for in this solicitation. The Executive Summary shall, at a minimum, include the identification and responsibilities of the proposed project team, and a summary of the proposed services as the Prime Contractor as well as for any subcontractors. This section should highlight aspects of this proposal that make it superior or unique in addressing the needs of the County.

SECTION IV - PROPOSAL

4.2.6 Proposed System Overview: Given the purpose of this project and the County's goals as stated in this RFP, describe the Offeror's Solution to meet such goals. The proposal must also provide:

- a brief description of the proposed Solution. The proposed Solution must meet the requirements, as specified in Attachment No. 4 "Required Technical Features and Functionality";
- a description of any proposed additional software modules that meet the requirements in Attachment No. 5 "Desired Technical Features and Functionality";
- a response to the County's intention to implement the Solution in Phases and the proposed Solution's scalability to allow for the implementation of subsequent phases, if desired;
- a high-level diagram and narrative of the proposed software component of the Solution;

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- a high-level diagram and narrative of the hardware configuration and site requirements. The County reserves the right to procure all project hardware and 3rd party software components via established County contracts.
- a detailed description of how the proposed Solution will satisfy County requirements with little or no software customization. Demonstrate how the Solution can be easily configured to satisfy County requirements.
- a detailed description of how the proposed Solution will interface with the various County business applications defined in the requirements of this solicitation.

4.2.7 Hardware Environment: The Offeror must include a recommendation of the optimal hardware platform-tier configuration for the proposed Solution, including detailed specifications for all network, computer hardware, and other equipment components. Offeror's are advised that the County may not purchase hardware or equipment under a contract resulting from this RFP, but may purchase the required equipment through the County's normal procurement process. Detailed hardware and equipment specifications are required to permit the County to evaluate the platform requirements of the proposed Solution. The proposed Solution must have the ability to process the County's current business transaction volumes as well as allow for expandability in the future.

4.2.8 Project Management Approach: Describe the formal project and implementation management methodology that the Offeror proposes to utilize in order to implement the Non-Emergency Call Center Solution by **November 30, 2008**. Identify the project communication plan to be utilized throughout the project.

4.2.9 Project Implementation Plan: The project implementation plan must describe tasks, schedules, resources and deliverables of this solicitation. The project implementation plan should include all items necessary to fully implement the Non-Emergency Call Center **by November 30, 2008**. The project implementation plan must identify major milestones and the related timeline for accomplishing these tasks.

4.2.10 Training: The Offeror must propose a training program for the County in the use of the proposed Solution. This Section must include a description of the proposed training tools and software (e.g., training aides, appropriate manuals, quick reference guides or templates, computer based training, online help, etc.) and how these tools can be used to develop a training program for the County that meets the training requirements of this RFP. The Offeror must demonstrate that it has previous experience in providing training for Non-Emergency Call Center Solutions.

4.2.11 Key Staff Resumes: The Offeror shall provide resumes of all proposed key staff for the project. Specifically, Offeror's must provide the resume of its proposed Project Manager. For each person identified, provide a description of the following information:

- **Title and reporting responsibility;**

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- Proposed role in this project, including the functions and tasks for which they will have prime responsibility;
- Pertinent areas of expertise and past experience;
- Base location for the project;
- Assigned full time or part time to the Project.

4.2.12 Staff Loading Plan: The Offeror should propose a Project Plan and Work Breakdown Structure that also presents the expected staffing levels during the course of the project.

4.2.13 Work Breakdown Structure (WBS): The Offeror must submit a Work Breakdown Structure for the project that, at a minimum, displays the number of labor hours by labor category for each anticipated deliverable.

4.2.14 Change Control: The Offeror shall propose a requirements change control process. This is defined as the process by which a project change is proposed, evaluated, approved (or disapproved), scheduled, and tracked.

4.2.15 Warranties, Maintenance, Licenses, Training, and Support: The Offeror must provide details of ongoing system warranty, maintenance and support, covering all software and hardware elements. Offeror's should give details of the following:

- Support/help desk facilities, including core hours (include guaranteed response times and escalation procedures);
- Associated costs of support outside of the core times
- A copy of all software licenses that will be required to be executed;
- Various levels of support available (i.e. Level, 1,2,3 and the associated cost structure;
- The account management process;
- All annual maintenance and support costs for both software and hardware.

SECTION V – MBE PARTICIPATION

4.2.16 MBE Participation: Identify all minority businesses proposed as subcontractors for this procurement, describe the portion of the work to be performed by each and the percentage of the work it represents. Include a completed signed Minority Business Participation Agreement (Attachment L) and a copy of the Minority Businesses current Prince George's County MBE Certification Letter.

This RFP has a mandatory subcontracting requirement. A minimum of 30% of the total contract value must be subcontracted with one or more certified Minority Business Enterprises (MBE).

SECTION VI – EXCEPTIONS OR RESTRICTIONS

4.2.17 Exceptions: An Offeror taking exception to any technical area or technical requirements statement in this RFP must submit a list of exceptions referencing

section and paragraph number of the exception. Include the original text as well as the proposed change. If the Offeror provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Offeror's solution, must be described in detail. The County expects the Offeror to adhere to its General Terms and Conditions set forth in Appendix C.

SECTION VII – REFERENCES

4.2.18 References: The Offeror must provide at least three (3) references from contracts of similar scope and magnitude, as described in this RFP, which were performed by your firm. References must include:

- Customer name, address, contact person name, telephone and fax number;
- Description of services provided similar to the services outlined in this RFP;
- Nature and extent of Offerors involvement as the prime contractor;
- Identify services, if any, subcontracted and to what company;
- Total dollar value of the contract;
- Contract term (start and expiration dates).

SECTION VIII – AFFIDAVITS, CERTIFICATIONS, AND AFFIRMATION

4.2.19 Affidavits, Certifications, and Affirmation: The Offeror is required to submit with the proposal certain certifications, affirmations and affidavits. Offerors must complete these forms, which may be found in the Appendices of this RFP.

SECTION IX - ATTACHMENTS

4.2.20 Required Features and Functionality Matrix: The Offeror is required to complete the Required Features and Functionality Matrix found in the Attachments of this RFP.

4.2.21 Desired Features and Functionality Matrix: The Offeror is required to complete the desired Features and Functionality Matrix found in the Attachment of this RFP.

4.2.25 End-Users Guide: The Offeror shall submit a sample End Users Guide for the proposed Non-Emergency Call Center Solution.

VOLUME II – COST PROPOSAL

4.3 COST PROPOSAL FORMAT

The Cost Proposals are to be clearly marked and submitted in an envelope **separate** from the Technical Proposal. The Cost Proposal should clearly identify the same information noted on the title page of the Cost Proposal. The Cost Proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fees and contain the required information as defined in Section 5.5.4.

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4.3.1 Title Page

Each Cost Proposal shall begin with a Title Page. It should display the words “**RFP No. S08-055, County Non-Emergency Call Center**”. It should also have the name of the company and name, title, business address and telephone number of the person authorized to obligate the company.

4.3.2 Transmittal Letter

The Cost Proposal shall include a transmittal letter prepared on the Offeror's business stationary. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

SECTION V

EVALUATION AND SELECTION

SECTION V: EVALUATION AND SELECTION PROCESS

5.1 SELECTION PROCESS

A Contract will be awarded to the firm whose Technical Proposal best meets the County's requirements at the time of award, and whose fee structure is in the best interest of the County. The procurement will be conducted under the County's Proposal Analysis Group (PAG) rules, as described in Procurement Directive No. 93-01, PAG Procedures (Rev. 10/07).

5.2 PROPOSAL ANALYSIS GROUP

A Proposal Analysis Group (the "PAG") will evaluate all proposals received by the closing deadline. The PAG may request additional technical assistance from other sources, as required.

5.3 QUALIFYING PROPOSALS

The Contract Administration and Procurement Division shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Proposal. The County reserves the right to waive a requirement and/or minor irregularities when it is in the County's best interest to do so. Proposals will not be opened publicly.

5.4 TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the PAG. Consequently, each proposal must be submitted as **two separately sealed enclosures**. Failure to comply may constitute disqualification of an Offeror's proposal. Proposals will not be opened publicly.

5.5 TECHNICAL EVALUATION CRITERIA

After determining compliance with the requirements of this RFP, the PAG shall conduct its evaluation of the technical and cost merit of the proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. The County will evaluate the proposals based on how well the proposed Solution meets the County's requirements as described in the vendor's RFP response. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal. Proposals will be evaluated using a weighted value system.

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The Offeror must provide three (3) references, including the information required in Section 4.2.18 of this RFP.

5.5.4 Management/Staffing Plan: (10%)

The Offeror will provide a staffing plan, including an organizational chart for staff allocated for this project. Staff qualifications should be listed, as well as the amount of time that each allocated staff will spend on this project. (Resumes may be included in an appendix.)

The Offeror will discuss their project management methodology, including project initiation, project implementation, transition strategy, quality control, training, and project closeout.

5.5.5 Cost Proposals: (10%)

Cost Proposals must be submitted in a separately sealed package. Upon completion of the Technical Proposal evaluation, the PAG shall conduct its evaluation of the Cost proposals. The Cost Proposals must contain complete cost information. The County will be evaluating cost based on best value for the County by considering total costs of ownership for the life of the investment, not just the initial acquisition cost. In order to be considered, Cost Proposals must contain complete **itemized** cost information for the following:

- **Design and Implementation**
- **License Fees** – Include prices for all major software components, including third party software, that comprise the proposed Call Center Solution. Pricing must include the required number and cost of licenses for all users, system and user documentation.
- **Annual Maintenance** – Include all associated annual maintenance and support costs. **The cost for annual maintenance shall be held firm for a period of five (5) years after final acceptance of the system and shall increase no more than five (5%) percent, per year, thereafter.**
- **Proposed Hardware** – The County may elect to purchase system hardware requirements from the Contractor or may elect to purchase the system hardware from another source. The Contractor shall provide the County a detailed specification list of all the necessary hardware for the proposed system (including costs) to meet the performance, technical system requirements of the Call Center Solution.
- **Training** – The Offeror must provide an itemized price for training, as required in Section 3.5.9 of this RFP.

The Contract may be extended to implement subsequent Phases at the County's sole discretion. The County may elect to negotiate with the Contractor for Phase I and enter into a new contract or amend the current contract for subsequent Phases of the project. Alternatively, the County reserves the right to issue a second RFP for the subsequent Phases or any part thereof.

5.6 MINORITY BUSINESS PARTICIPATION EVALUATION

Minority Business Enterprise Participation

It is the Policy of Prince George's County, Maryland that Minority Business Enterprises (MBE's) shall have the maximum opportunity to participate as contractors or subcontractors in the provision of goods and services. **This solicitation requires a minimum of 30% subcontracting with certified Minority Business Enterprises (MBE). Given that the County may or may not elect to purchase hardware through the Contractor, the MBE requirement cannot be fulfilled through the provision of Hardware under this Solicitation.**

Each firms' proposal must include documentation supporting that they meet the minimum subcontracting requirements. In order to obtain "points" in the evaluation, prime contractors must subcontract more than the specified minimum.

For purposes of this Solicitation, Minority Business Enterprises are those which have been certified as such, by the Minority Business Development Division of the County.

The evaluation of the MBE participation will constitute up to 15% of the technical score.

If a Certified Minority Business proposes to subcontract 50% or more of the work to Non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this particular solicitation.

Non-Minority businesses which utilize certified MBE's as subcontractors are eligible to receive up to 10% of the total technical evaluation points (**see Evaluation Table, Section A for details**), or up to 12% for the utilization of certified MBE's as joint venture partners (**see Evaluation Table, Section C for details**)

Certified MBE's are eligible to receive up to 15% of the total technical evaluation points (**see Evaluation Table, Section B for details**).

In order to be considered for such points, the technical offer must indicate that certification of MBE status has been made by the County prior to the submission date.

To receive points based on utilization of certified MBE partners or subcontractors, each **Technical Offer** must include an MBE utilization plan which identifies the participating MBE's, the scope of services to be performed by the MBE's and the **Percentage** of the contract to be subcontracted to the MBE. (See the MBE Utilization Plan in Attachment # 2)

Percent of ranking points will be awarded in accordance with the following MBE participation percentages:

Evaluation Table, Section A

Non-MBE Prime Contractor Evaluation Factors

MBE Subcontract Percentage	Maximum Evaluation Factor
30% or less	0
31% to 35%	6%
36% to 40%	8%
41% or more	10%

Evaluation Table, Section B

Certified MBE Prime Contractor Evaluation Factors

Non-MBE Subcontract Percentage	Maximum Evaluation Factor
30% or less	15%
31% to 35%	12%
36% to 40%	10%
41% to 45%	8%
46% to 49%	6%
50% or more	0%

The Offeror may demonstrate MBE participation by:

1. Completing the Minority Business Participation Agreement, (Attachment #1).
2. Providing a copy of its current MBE certification letter with Prince George's County.
3. Requesting and obtaining MBE status with the County prior to the closing date of this Bid. Firms currently certified as MBE's with the Maryland Department of Transportation (MDOT) or the Washington Metropolitan Area Transit Authority (WMATA) shall request the County's Minority Business Development Division to make a determination of their MBE status.
4. Completing the MBE Utilization Plan, identifying planned percentages of subcontracts with MBE's. (See Attachment #2)
5. Submitting a Joint Venture Agreement between a non-MBE firm and an MBE firm, where the bidder/Offeror is a purported joint venture arrangement. The agreement must have detailed information about each partner's capital contribution, financial and

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management responsibilities, percentage of profit sharing as well as amount and type of work to be performed by each firm.

5.7 FINAL RANKING AND SELECTION

The evaluation criteria contained herein shall be scored by the PAG based upon the stated weight factors for each category. The PAG will make recommendations to the Purchasing Agent for award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the County considering technical and cost factors set forth in the RFP.

Based on the PAG's initial review of proposals, the County may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The County reserves the right to make an award with or without negotiations or to request best and final offers.

Only those Offerors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process.

5.8 PROPOSALS PROPERTY OF THE COUNTY

All proposals submitted in response to this Request for Proposals become the property of the County and may be appended to any formal documentation which would further define or expand the contractual relationship between the County and the successful contractor.

SECTION VI
APPENDICIES

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APPENDIX A-1

VENDORS OATH AND CERTIFICATION

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR
STANDARDS ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

BIDDER/OFFEROR STATEMENT OF OWNERSHIP

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State	Zip Code	Bus. Phone w/area code
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2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address
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Corporate Business Entities

Is the corporation listed on a National Securities Exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

	Residence Office	Business/Address	Date Office Assumed
Name			

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
Name			

6. List the names and residence addresses of all individuals owning at least 10% of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20____.

Signed by Preparer

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PART "B" - BIDDER'S QUALIFICATION STATEMENT

Part B is Bidder's Qualification Affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with bid.

1. I am the _____ of _____
a party interested in obtaining a contract with Prince George's County under conditions set forth in documents for Bid No. _____.
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am the
Name (Printed)

_____ of _____ and
Title and Office Business Entity

that _____ who signed the above Affidavit/
Name (Printed)

is _____ of said entity; that I know his/her
Title

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

(Name Printed) (SEAL)

(Signature) (SEAL)

Corporate Seal (as applicable) (SEAL)

APPENDIX B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF OVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, nondiscrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	City of Manassas Public Schools
___	___	Alexandria Public Schools	___	___	Manassas Park, Virginia
___	___	Alexandria Sanitation Authority	___	___	Maryland-National Capital Park & Planning Comm.
___	___	Arlington County, Virginia	___	___	Metropolitan Washington Airports Authority
___	___	Arlington County Public Schools	___	___	Metropolitan Washington Council of Governments
___	___	Bowie, Maryland	___	___	Montgomery College
___	___	Charles County Public Schools	___	___	Montgomery County, Maryland
___	___	College Park, Maryland	___	___	Montgomery County Public Schools
___	___	Culpeper County, Virginia	___	___	Northern Virginia Community College
___	___	District of Columbia	___	___	Prince George's County, Maryland
___	___	District of Columbia Courts	___	___	Prince George's Public Schools
___	___	District of Columbia Public Schools	___	___	Prince William County, Virginia
___	___	District of Columbia Water & Sewer Auth.	___	___	Prince William County Public Schools
___	___	Fairfax, Virginia	___	___	Prince William County Service Authority
___	___	Fairfax County, Virginia	___	___	Rockville, Maryland
___	___	Fairfax County Water Authority	___	___	Spotsylvania County Schools
___	___	Falls Church, Virginia	___	___	Stafford County, Virginia
___	___	Fauquier County Schools & Government, Virginia	___	___	Takoma Park, Maryland
___	___	Frederick, Maryland	___	___	Upper Occoquan Sewage Authority
___	___	Frederick County, Maryland	___	___	Vienna, Virginia
___	___	Gaithersburg, Maryland	___	___	Washington Metropolitan Area Transit Authority
___	___	Greenbelt, Maryland	___	___	Washington Suburban Sanitary Commission
___	___	Herndon, Virginia	___	___	Winchester, Virginia
___	___	Loudoun County	___	___	Winchester Public Schools
___	___	Loudoun County Public Schools	_____		
___	___	Loudoun County Sanitation Authority	Vendor Name		
___	___	Manassas, Virginia			

APPENDIX C

GENERAL TERMS AND CONDITIONS

The following standard General Terms and Conditions of Contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The County's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The County shall notify the contractor as soon as knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland.
3. **CONTINGENCY FEE PROHIBITION:** The contractor hereby represents they have not retained anyone to solicit or secure this contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **COUNTY HELD HARMLESS:** It is agreed that the contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the contractor hereby agrees to indemnify defend and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County solely by reason of the contractor's negligence or failure to perform any of the said obligations. The contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the County, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information in include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:** Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.

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7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the contract shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code.
8. **TERMINATION FOR DEFAULT:** If the contractor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the contractor shall 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 or deduct from monies due the contractor on this or other County contracts. Damages may include excess re-procurement costs.
9. **TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the County with 30 days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine 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 shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The successful contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of contractual requirements, the contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on the successor and assigns of the contractor. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest herein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the contractor from the obligations, or change the terms, of the contract.
12. **NON-DISCRIMINATION:** A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. Contractor and subcontractors shall post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13. **EMPLOYMENT OF COUNTY PERSONNEL:** The contractor may not engage, on a full-time, part-time or other basis, during the period of the contract, any professional or technical personnel in the employ of Prince George's County Government.
14. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self Empowerment" Program as part of their proposal. Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-7052 for referrals and to complete a job order form for all available positions.
15. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.
16. **SEXUAL HARASSMENT:** Prince George's County Government is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the contractor will be required to remove the offender from the job-site.
17. **RELEASE OF INFORMATION:** During the term of the contract, the contractor may not release any information related to the services or performance of services under the contract, nor publish any reports or documents relating to the County, the account, or performance of services under the contract, without prior written consent of the County; and the contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the County, the account, or the contract by the contractor or its agents or employees.
18. **ARREARAGES:** By submitting a response to this solicitation an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
19. **TAX EXEMPTIONS:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.

20. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.

21. **DEFAULT REMEDIES:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a County contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the County may repro cure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the County for any excess repro curement costs incurred by the County as a result of the contractor's default. Excess repro curement costs shall be defined as the difference between the defaulting Contractors contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the repro curement.

The Contractor agrees by submitting a proposal that such excess repro curement costs may be recovered by the County by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the County, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the County or 4) legal action against the contractor.

22. **DELINQUENT TAX SETOFFS:** In the event that the contractor owes money to the County as a result of the entry of judgment, debt arising out of a contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the contractor by virtue of this or other contracts.

23. **GENERAL GUARANTY:**

Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.

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- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.
24. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finders fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by Prince George's County, Maryland.
25. **VENDOR QUALIFICATION STATEMENT:** Vendors hereunder are advised that prior to the contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.
26. **COLLUSIVE BIDDING:** The bidder certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
27. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.
28. **PROTESTS:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor's allegations. All protests shall be delivered not later than seven days after the protestor knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protest not delivered within the time periods specified above shall be untimely.

APPENDIX D

FORM A

BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

The business named below is a (Maryland ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state]

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for the past _____ years. Personal Property _____ Current _____ Not Current

Prince George's County reserves the right to verify the above information with the appropriate Government Authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

APPENDIX E

**WAGE REQUIREMENTS
FOR
SERVICE CONTRACTS**

Notice to Bidders

This solicitation is subject to the County's Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The "Wage Requirements Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

APPENDIX E

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS

Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular contractors in accordance with Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).
2. If any federal, state or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract and any health insurance the organization intends to provide to those employees.
4. A contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in Section 10A-144.
5. Each contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County Purchasing Agent.
6. An employer must comply with Section 10A-144 during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County's Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
7. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.
8. The County may assess to the contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages

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with interest. In event of breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. The contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

9. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
10. If the contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted in Paragraph 8 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor.

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APPENDIX E-1

**Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-Mail: _____

Wage Rate Effective July 1, 2007 thru June 30, 2008	\$11.65 Per Hour
---	------------------

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor."

1. Wage Requirements Compliance

- This contractor as a "covered employer" will comply with the requirements under Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

2. Exemption Status (if applicable)

This contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- A contractor who employs fewer than ten employees when the contractor submits a bid or proposal and will continue to be exempt as long as the contractor does not employ ten or more employees at any time the contract is in effect. Section 10A-144 (b) (1).
- A contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County in the next 12-month period. Section 10A-144 (b) (2) (A) and (B).
- A public entity. Section 10A-144 (b) (3).
- A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501 (c) (3) of the Internal Revenue Code. Section 10A-144 (b) (4). (Must complete item 3 below).

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- An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144 (b) (7). (Must specify the law or furnish a copy of the contract or grant)
 - A contractor who has entered into a "participation agreement under Section 10A-141 of the County Code. Section 10A-144 (b) (8).
3. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)
- This contractor is a nonprofit organization that is exempt from coverage under Section 10A-144 (b) (4). Accordingly, the contractor has completed the 501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144 (c) (2).
4. Nonprofit's Comparison Price(s)
- The contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, contractor is duplicating the form on which it states its cost proposal or format that is contained in the RFP, and is submitting on this duplicate form its cost(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organizations "comparison cost". In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form: must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144 (c) (2).
5. Wage Requirements Reduction
- This contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 10A-114 (d) (1) and (2).

APPENDIX E-1

**Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144**

CONTRACTOR CERTIFICATION	
<p>Contractor Signature: Contractor submits this certification form in accordance with Section 10A-144 of the Prince George's County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, shall adhere to all requirements of Section 10A-144.</p>	
<p>Signature: Authorized Corporate, Partner or Proprietor</p>	<p>Date</p>
<p>Typed Name of Signatory</p>	<p>Title of Authorized Signatory</p>
<p>Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements: Name: _____</p>	
<p>Title: _____</p>	
<p>Phone: _____</p>	

*Participation Agreement – An Agreement entered by the County and a developer pursuant to Subtitle 10A, Section 10A-141 of the County Code wherein the County contributes funds for the construction of regional storm water management facilities or road improvements to be constructed by or contracted by the developer.

AGREEMENT

Appendix F

THIS AGREEMENT (the "Agreement"), is made this _____ day of _____, _____, by and between _____ (the "Contractor"), and Prince George's County, Maryland, a body corporate and politic (the "County").

Recitals:

WHEREAS, the County issued a solicitation to secure proposals for _____

_____;
and

WHEREAS, the County has decided to award the contract therefore to the Contractor.

WITNESSETH, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

1. **CONTRACT DOCUMENTS:** The contract between the parties (the "Contract") is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Contract Documents":
 - A. This Agreement and attachments;
 - B. The County's Request For Proposal No. _____ dated _____, and Addendum Nos. _____ thereto (collectively, the "RFP"); and
 - C. Contractor's Technical Proposal and Price Proposal, both dated _____ (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

2. **SCOPE OF WORK:** The Contractor shall (**insert one sentence summary of scope of work**), in accordance with the scope of work and responsibilities as more particularly described in the Contract Documents, including, without limitation, Section __ of the RFP. (**This reference is the scope of work section of the RFP.**)

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3. **PRICE AND PAYMENT:** The County shall pay the Contractor for the scope of work provided in accordance with **the unit prices set forth in the Cost Proposal dated _____ which is a part of the Proposal constituting Attachment C to this Agreement. [IF COST PROPOSAL FORM IS NOT APPLICABLE, DESCRIBE PAYMENT TERMS.]**
4. **AVAILABILITY OF FUNDS:** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of this service. The County's continuing obligation under the Contract, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice.
5. **TERM OF CONTRACT:** The term of the Contract shall be for _____ (__) years commencing _____ and expiring _____. The Contract may be extended for _____ additional _____ (__) year periods unilaterally by the County not less than _____ days prior to the end of then current contract term. The **unit prices** for each extension period shall be negotiated by the County and the Contractor prior to _____ days before the expiration of the then current term. In no case shall the extension period unit prices exceed the initial year unit prices as adjusted by the actual increase in the cost of providing those services in the Contractor's organization in the past year.
6. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County upon 30 days written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with the Contract, which the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
7. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, 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 or deduct from monies due the Contractor on this or other County contracts. Damages may include excess procurement costs.
8. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS:** The Contract shall be governed by

With Copies to: Director

(Insert User Agency)

and

County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

To Contractor:

14. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.
15. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.
16. **RECITALS.** The Recitals are expressly incorporated herein by reference.
17. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.
18. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any

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other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Contract Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Contract Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

- 19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.
- 20. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official of the party against whom enforcement of any such change is sought. For purposes of this section, authorizing official of the County shall be either the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.
- 21. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.
- 22. **ATTACHMENTS.** The following documents are attached hereto and incorporated by reference:
 - A - Contractor's Certificates of Insurance evidencing insurance coverage as required by the Contract Documents;
 - B. - The RFP; and
 - C - The Proposal.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the dates noted below.

CONTRACTOR:

Attest:

[INSERT NAME OF CONTRACTOR]

Name: _____
Title: _____

Name: _____
Title: _____

DATE

COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS

BY: _____
Name:
Title:

DATE

Reviewed and Approved:

[INSERT NAME].
Director, [INSERT USER AGENCY]

DATE

Reviewed for Legal Sufficiency:

Office of Law

DATE

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Appendix G

**Subcontractor Project Participation
Statement**

SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that _____ is awarded the Prince
Prime Contractor Name

George's County, Maryland contract in conjunction with Solicitation No. _____,

the Prime Contractor and _____, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:

Prime Contractor Signature

Subcontractor Signature

By: _____

By: _____

Name, Title

Name, Title

Date

Date

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Appendix G1

Subcontractor Participation Schedule

(for submission with bid or proposal)

******* EFFECTIVE OCTOBER 22, 2007 *******

This document must be included with the bid or price proposal. If the bidder or offeror fails to submit this form with the bid or offer as required, the Administrator of the Contract Administration and Procurement Division shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Solicitation Number	Total Contract Amount \$
List Information For Each Subcontractor On This Project	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)

Name: _____

Title: _____

Appendix H

Organizational Conflict of Interest Disclosure and Representation Form

I. INSTRUCTIONS

Read Part II carefully. If a disclosure statement is required, complete Part III. If a representation is submitted, complete Part IV. Complete Part V in every case.

II. CONFLICT OF INTEREST DISCLOSURE OR REPRESENTATION

It is Prince George's County (the "County") policy to avoid situations which place an offeror in a position to obtain an unfair competitive advantage or in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed pursuant to this solicitation. (As used herein offeror means the proposer or any of its affiliates or consultants or subcontractors of any tier.)

Therefore:

- (a) The offeror shall provide with its proposal a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the offeror's proposal (including the preparation of such proposal) or the work to be performed in connection with this solicitation and bearing on whether the offeror has a possible conflict of interest with respect to (1) being given an unfair competitive advantage or (2) being able to render impartial, technically sound, and other objective assistance or advise.
- (b) In the absence of any relevant interest referred to above, the offeror shall submit with its proposal a statement certifying that to its best knowledge and belief no such facts exist relevant to possible conflicts of interest.
- (c) The County will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the County to determine whether an award to the offeror may create a conflict of interest. If found to exist, the County may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the County to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The offeror, _____, hereby represents that it is aware of no past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract resulting from Prince George's County Request for Proposal No. _____ that would result in it being given an unfair competitive advantage or that would indicate any impingement upon its ability to render impartial, technically sound, and objective assistance or advice. This representation applies to all affiliates of the offeror and its consultants or subcontractors of any tier.

V. SIGNATURE

Offeror's
Name _____

RFP/Contract
No. _____

Signature _____

Title _____

Date _____

SECTION VII
ATTACHMENTS

ATTACHMENT A

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

(To be submitted with Proposal)

MBE's Name, Address Phone & Principal	Work to be Performed	MBE Certification	Projected Subcontract Dollar Value
--	-------------------------	----------------------	--

Total MBE _____

Name of Prime Contractor: _____

Name of Principal: _____

Signature: _____

Date: _____

MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

I certify that the MBE Utilization Schedule dated _____ for this contract is correct and no deviations have occurred or are anticipated to occur.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

MODIFICATION OF MBE UTILIZATION PLAN

MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

RFP # _____

I certify that the MBE Utilization Plan dated _____ has been modified in accordance with the attached MBE Utilization Plan dated _____ hereby submitted for approval. I acknowledge that failure to have an approved MBE Utilization Plan constitutes a breach of Contract.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT 3

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

With respect to the Bid/RFP No. _____, I hereby certify that I am the
_____ and dully authorized representative of
(Title)
_____, whose address _____
(Firm) (Firm Address)

and statements made herein are on such firm's behalf.

I. Basic Understanding and Certifications

- a) I understand and subscribe to the following statement of policy and regulatory application:

"It is the policy of Prince George's County, Maryland that minority business enterprises ("MBE") as defined in Section 10A-101 (a) (27) of the Prince George's County Code, shall have the maximum opportunity to participate in the performance of subcontracts under this contract. Consequently the MBE requirements of Section 10A-101-(a) (27) and applicable administrative procedures of the Prince George's County apply to this Contract."

- b) If awarded this Contract, the above named firm agrees to comply with the following MBE obligation:

"The Contractor agrees to ensure that Minority Business Enterprises as defined in Section 10A-101 (a) (27) of the Prince George's County Code have the maximum opportunity to participate in the performance of subcontracts under this contract. In this regard the Contractor shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts under this Contract."

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

- c) We hereby certify that it is the intention of the above named firm to affirmatively seek out and include MBE's to participate in this contract as subcontractors or as subcontractors or suppliers, and to otherwise comply with the provisions of this Agreement.
- d) We hereby certify that, if awarded this contract, the above named firm accepts the requirement to procure ___% of the contract award price from certified MBE's in subcontracting opportunities under this Contract.
- e) We understand that MBE listings and other relevant resources may be obtained from the County, and from other public agencies and private organizations.
- f) We understand and agree that any and all subcontracting in connection with this contract, whether undertaken prior to or subsequently to award of Contract, will be in accordance with the terms of this Agreement.
- g) If awarded this Contract, the above named firm agrees to require all subcontractors to exert their best efforts to accord MBE's the maximum opportunity to participate in lower-tier subcontracting opportunities under the subcontract.
- h) We understand that failure to carry out the requirements set out in this Agreement shall constitute a breach of contract and may result in termination of the Contract by the County or such other remedy, as the County deems appropriate.
- i) We understand that the provisions of this Agreement are in addition to all other equal opportunity requirements of the Contract.

II. Definitions:

- a) "Minority Individuals" are those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
 - 1. African Americans (Black Americans)
 - 2. Asian Americans
 - 3. Hispanic Americans; and
 - 4. Females.

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

- b) "Minority Business Enterprise" means any business enterprise (a) which is at least 51% owned by one or more minority individuals; or, in the case of any publicly owned corporation, at least 51% of the stock of which owned by one or more minority individuals, and (b) whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals, and (c) which has been certified by the Commission as a Minority Business Enterprise pursuant to Section 2-452 (j) of the Prince George's County Code.

ARE YOU	YES	NO
1. A Minority Business Enterprise	_____	_____
2. A Certified MBE by Prince George's County	_____	_____
3. A Certified MBE by the State of MD (MDOT)	_____	_____
4. Other Certification (specify) _____	_____	_____

I understand and agree that any and all subcontracting or procurement of supplies and services in connection with Bid/RFP No. _____, whether undertaken prior to or subsequent to award of Contract, will be in accordance with this agreement.

I acknowledge that this agreement is to be made an integral part of the Invitation for Bid/RFP No. _____.

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

Name of Authorized Official
(Please Print)

Signature of Authorized Official

Date

Witness

Date

Required Technical Features and Functionality

The following matrix lists the required technical and general requirements for the Call Center Solution. Offerors must respond to each item in the following matrix by clarifying how their solution addresses each item in the Matrix.

***The term "incident" means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System**

***Pricing must include fees for Required and Applicable Desired Functionality**

SYSTEM DESIGN

1	Ability to provide an open architecture for user and system interfaces based on current and industry-accepted standards, methods, and protocols such as HTTP, XML, SOPA, FTP, etc.
2	Ability to provide non-proprietary extensibility using standard, commonly available web-based or Microsoft-based tools and languages.
3	Must use standard, open database design & architecture.
4	Accept low bandwidth requirement on network
5	Ability to support at least 50 concurrent users
6	Utilize Active Directory in security process (enabling single sign on).
7	Provide knowledge base repository that can be used as an enterprise wide universal definition source and/or problem resolution assistance
8	Ability to support powerful search capabilities-text searching against various fields, data sets, knowledge base and customer services problems resolution
9	View all departmental activity using administer login
10	Secure system to prevent unauthorized use
11	Maintain contact information (i.e. caller address info, phone number and email)
12	Automatic insertion of an incident resolution into knowledge base
13	Ability to integrate with standard Microsoft Office products, including MS Word, MS Excel, MS Access, and MS Outlook.
14	Create templates for incidents based on type of incident
15	Ability to email service requests to departments that have not been implemented in Phase I
16	Ability to provide a full audit trail of every contact and contact history, together with each and every time a record is changed, by whom, when, and why

SYSTEM FUNCTIONALITY

17	Ability for administrators to set up workflow rules that trigger record updates, transmissions, insertions and reports based upon an entry, event or schedule
18	Activate/deactivate changes pending approval
19	Ability for administrators to establish and implement business rules with relative ease and minimum

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***Pricing must include fees for Required and Applicable Desired Functionality**

	training
20	Establish or define roles, rules, responsibilities, actions and security/screen access as prescribed by the user
21	Exit any document or screen without saving changes
22	Ability to assign multiple departments to one incident.
23	Provide the ability for authorized personnel to enter additional activity information, comments, and explanations (maintaining a history of changes to text areas) to documents or records with the option to print
24	Automatically generate a unique document number (i.e. tracking/confirmation number) for any/all incidents
25	Allow many points of contact per incident
26	Close out an incident based on user defined criteria
27	Reroute/transfer incident data to integrated agency systems for processing accordingly
28	Reference or associate incident data by type/nature of requisition (i.e., by division or district)
29	Provide pull down menus from which common data can be selected to populate fields (e.g., resident, business, agency, municipality, service provider, visitor, County employee, federal, state, local, county council person, citizen, employee, other county agencies, code violation, stakeholder, etc.)
30	Ability to categorize the type of contact. Type of contact would include phone call, U.S. Mail, E-Mail, walk –in, web-entry.
31	Provide data validation checks for each screen in order to reduce data entry errors
32	Ability to suspend (interrupt) and resume a case by an authorized user.
33	Ability to assign a date/time stamp to note entries.
34	Ability to attach electronic documents to specific transactions/incidents.
35	Ability to designate or flag requests as priority.
DATA MANAGEMENT	
36	Access data from lookup tables by key field indicators
37	Add or edit data down to the field level
38	Maintain values and calculations without code modifications (for example, changing table values versus modification of code)

Required Technical Features and Functionality

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***Pricing must include fees for Required and Applicable Desired Functionality**

39	Allow knowledge base data entry
40	Support ad hoc user reports utilizing SQL and Crystal Reports.
41	Support automatic backup and file restoration
42	Possess a functionality for archiving and retrieving data
43	Retain relative incident history in the manner or order prescribed by user (i.e., wrong numbers, inquiries, referrals, etc.)
44	Provide administrators with a delete function.

SYSTEM INTEGRATION

45	System must interface bi directional with proposed and future County applications (for details see system integration section of RFP)
46	Ability to integrate with County network infrastructure (see County network architecture in RFP)

GEOGRAPHIC INFORMATION SYSTEM (GIS)

47	Interface with and retrieve address information from Graphical Information System (GIS) database
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SYSTEM REPORTS

48	Create various reports based upon user defined grouping criteria (i.e. standard and custom reports)
49	View reports on-line and print preview
50	Perform reporting requirements without negative performance ramifications to the online system
51	Regenerate/reprint a report that was previously generated
	Restrict access to reporting features based upon user security level

INCIDENT FUNCTIONALITY

53	Capture receipt, assignment/approval, start date/effective date, projected/targeted start, projected time interval, suspension, resume work, completed/closed dates for incidents based on user defined parameters
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Required Technical Features and Functionality

The following matrix lists the required technical and general requirements for the Call Center Solution. Offerors must respond to each item in the following matrix by clarifying how their solution addresses each item in the Matrix.

***The term "incident" means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System**

***Pricing must include fees for Required and Applicable Desired Functionality**

54	Reroute/transfer incident data for processing accordingly
55	Create a work order from an incident
56	Restrict access to incidents based upon security level.
57	Ability to automatically or manually assign staff, inspectors, or work crews by department or work division area.
COMPUTER TELEPHONY INTEGRATION (CTI)	
58	Interface with Avaya PBX and Nortel Key System
59	Ability to integrate with VoIP.
WORK ORDER MANAGEMENT	
60	Allow incident work order numbers to be assigned automatically or by user defined criteria
61	Track incident work order status
62	Print mailing labels directly on envelopes and post cards from proposed system
63	Automatically create incident work orders from user defined business rules

ATTACHMENT #5

Section 3.6 Desired Technical Features and Functionality

Desired Technical Features and Functionality *The term “incident” means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System *Pricing must include fees for Required and Applicable Desired Functionality		Please Check the Appropriate Box for Each Feature A-Currently Available B-Provided in a different manner than described C-Not provided D-Provided by a third party E-Available in next product release					REMARKS
		A	B	C	D	E	
<i>SYSTEM DESIGN</i>							
1	Associate predefined job specification to any/all relevant incidents						
2	Assign approval levels to incidents based upon predefined business rules						
3	Assign multiple addresses to an incident						
4	Approve/reject multiple incident records by an authorized user						
5	Populate Council district, Police district, school district, voting district, Maryland legislative and federal congressional district fields based upon caller/incident address						
6	Select and assign incidents types (such as general, construction, issuance, enforcement, maintenance, distribution, inspection, emergency, public safety, consulting and contracting)						
<i>DATA MANAGEMENT</i>							
7	Synchronize and replicate data to local and remote locations, for reporting, disaster recovery and data management						
<i>GEOGRAPHIC INFORMATION SYSTEM (GIS)</i>							
8	Locate, link and /or attach GIS maps / overlays or images to an incident as prescribed by the user						
9	Support ESRI's arcgis 9.2 or higher as the GIS software and to incorporate the County's standard developer						

Desired Technical Features and Functionality *The term "incident" means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System *Pricing must include fees for Required and Applicable Desired Functionality		Please Check the Appropriate Box for Each Feature A-Currently Available B-Provided in a different manner than described C-Not provided D-Provided by a third party E-Available in next product release					
		A	B	C	D	E	REMARKS
	products (arc objects)						
10	Generate/incorporate a map directly from GIS Map and attach, print or plot it to an incident						
11	Use the County's existing topology and GIS data stored within the GIS Server with full current ESRI functionality (arcgis 9.2) to avoid redundant/unnecessary data entry or data conversion (This includes road networks, Property Layer, and polygons such as parcels and zoning)						
12	Populate a GIS map display with all incidents and allow record selection from the GIS display						
13	Display of GIS maps showing incidents in user selected formats and groupings (e.g.: by call address, by street name and/or intersection, by DPW&T road number, parcels, incidents)						
14	Identify and query nearby requests on a map which are coded by type of incident from call center, request for service, and/or incident views						
15	Directly connect incidents to County property/geographic features stored in the GIS (e.g.: street centerlines, poles, and intersections)						
16	Allow customer entry of incidents via Internet and County Intranet						
SYSTEM REPORTS							
17	Produce reports in multiple application formats (for example *.txt, *.doc, *.xls and crystal reports)						
18	Allow user to define any time interval for a report (daily, month-to-date, month-end, quarterly, year-to-date, annually, specified interval, etc.)						
19	Incorporate text and/or images and GIS information within the reports						
20	Automatically generate customer satisfaction surveys according to user specified terms (i.e., after intake, upon						

Desired Technical Features and Functionality *The term "incident" means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System *Pricing must include fees for Required and Applicable Desired Functionality		Please Check the Appropriate Box for Each Feature A-Currently Available B-Provided in a different manner than described C-Not provided D-Provided by a third party E-Available in next product release					
		A	B	C	D	E	REMARKS
	closure, etc.)						
21	View and create reports of user audit trail (i.e. adds moves and changes)						
22	Include statistical charts and graphs on reports						
23	Create, modify, save and distribute ad-hoc and standard reports						
24	Generate reports with computed fields (i.e., variances, percentage and statistics)						
25	Provide daily incident counts for various transaction types						
26	Produce reports using wizards or templates						
27	Produce audit reports on mass changes with display of fields before and after an update						
28							
29	Report on any field, group of fields or table within the database						
30	Create forms (for example, letters, garnishment notification, bid request and remuneration statement)						
31	Query and report against data, including real-time data						
32	Flag certain elements as confidential and print the elements in some cases and not in others the database for transactions that include specified ses.						
INCIDENT							
33	Telephony integrations require for dial number and key pad entry, with the ability to tailor screen pops, dictate						

Desired Technical Features and Functionality *The term “incident” means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System *Pricing must include fees for Required and Applicable Desired Functionality		Please Check the Appropriate Box for Each Feature A-Currently Available B-Provided in a different manner than described C-Not provided D-Provided by a third party E-Available in next product release					
		A	B	C	D	E	REMARKS
	routings, call tracking (time, dates, and length of time of call)						
<i>INCIDENT MANAGEMENT</i>							
34	Prevent data duplication by establishing key reference indicators						
35	Assign many points of contact per incident						
36	Import/export data in a variety of formats (photos in .jpeg and .tif files)						
37	Allow authorized users to approve/reject/update multiple incidents at once						
38	Provide for miscellaneous fields for agency-specific use (Flex fields)						
39	Populate default values based on a value in another field						
40	Initialize (reset counter for) record numbers/identifiers on demand						
41	Provide descriptive error messages						
42	Record and maintain data at parent/subsidiary level						
43	Utilize incident data to construct knowledge base						
44	View all departmental activity online or in list form from a handheld wireless device						
45	Distribute documents and information to callers via email, fax, phone						
46	Capture and associate photos and other attachments with incidents						
47	Re-route approval authority based on demand or based upon predefined business rules						

Desired Technical Features and Functionality *The term “incident” means a call, contact, email, or other communication that causes County personnel to generate a new record/matter in the Non-Emergency Call Center System *Pricing must include fees for Required and Applicable Desired Functionality		Please Check the Appropriate Box for Each Feature A-Currently Available B-Provided in a different manner than described C-Not provided D-Provided by a third party E-Available in next product release					
		A	B	C	D	E	REMARKS
48	Close out a incident without generating an activity document						
49	Prioritize requests within the system by individual element, source and/or type						
50	Identify source of incident (i.e., federal, state & local, county council person, citizen, employee, other county agencies, etc.)						
51	Automatically generate a unique identifier number for all incidents						
INCIDENT APPLICATION FUNCTIONALITY							
52	Utilize a knowledge base to gather, transform, populate, or extrapolate customer information						
WORK MANAGEMENT							
53	Generate multi-task incidents assigned to several departments or divisions						
54	Generate multi-tasks assigned to several process phases (i.e., inspections, maintenance repairs, etc.)						
55	Input, track and update expenses associated with an incident (i.e. Materials, labor, contract, etc.)						
56	Provide a history of incident routing						
57	Input problem resolution data in the field from a remote device						
58	Create templates for incidents and incidents based on type of work						