



County Executive John R. Leopold

## ANNOUNCEMENT

### ANNE ARUNDEL COUNTY, MARYLAND Annapolis, Maryland

#### Video Surveillance System Augmentation RFP NO. 09-106R

### NOTICE TO OFFERORS

Specifications and Proposals for providing the subject items or services are available at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **3:00 P.M.**, local time, **FRIDAY, December 4, 2009**, at the same location after which they will be acknowledged. **Proposals received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Offerors: Anne Arundel County Purchasing Division will no longer automatically mail complete RFP packages. Instead, we encourage anyone receiving this Notice to review and download an RFP package from either the County website at [www.aacounty.org](http://www.aacounty.org) or [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com). A copy of the RFP package may also be picked up at the above address during normal business hours.

**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to the deadline for submitting a Proposal. It is the potential Offeror's responsibility to frequently visit the Purchasing Division's website: <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Offerors shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620.\*\***

A Pre-Proposal Conference has been scheduled for November 13, 2009, at 10:00 a.m. at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland 21401. All Offeror's are strongly encouraged to attend. This RFP will be discussed, and Offerors' questions will be answered.

**Offerors are required to register** for the Pre-Proposal Conference at least 48-hours in advance of the meeting date and time by contacting the Buyer, Laura Brown at 410-222-4123. If no Offerors register, the meeting may be cancelled without further notice to the Offerors.

**A proposal deposit** in the form of a certified check or proposal bond in the amount of Five Thousand Dollars (\$5,000.00) is required for this Request for Proposals ("RFP"). Failure to submit a valid proposal deposit with the Proposal Response, shall nullify the Proposal." **\*\*All Proposal deposits submitted by check WILL be deposited into a County account.\*\***

**Note:** Questions concerning this RFP should be directed to Laura Brown, Buyer, (410) 222-4123.  
William L. Schull, C.P.M., CPPB  
Purchasing Agent  
October 22, 2009

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**Solicitation Check List**

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Proposal shall be delivered to the County Purchasing Department no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- \_\_\_\_\_ Did an authorized company representative sign the Proposal?
- \_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form?
- \_\_\_\_\_ Did you include the required signature authority documents, if required?
- \_\_\_\_\_ Did you include a signed copy of the completed Vendor Information Form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.sdat.org](http://www.sdat.org).
- \_\_\_\_\_ If this Solicitation requires a Proposal Deposit, did you include one?
- \_\_\_\_\_ Did you provide the required number of copies of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope marked with the Proposal Number, the title, the due date, your company name, and your company address?
- \_\_\_\_\_ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted with your Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Proposal, the Proposal shall be considered null and void, and therefore, will be rejected.

- (A) Proposal Deposit
- (B) Technical Proposal
- (C) Cost Proposal

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Vendor Information Form

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

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: \_\_\_\_\_

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

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Terms of Payment: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

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

Website Address, if available: \_\_\_\_\_

**Registration No. Issued by the Maryland Dept. of Assessment and Taxation\*:**

\_\_\_\_\_  
(\*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: \_\_\_\_\_

\_\_\_\_\_

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.).  
(Write "none" if there are no affiliations.):

- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations  Black Male  Black Woman  Women  Asian  Hispanic  None

Printed Name and Title of Agent: \_\_\_\_\_

Signature of Agent\*: \_\_\_\_\_

(\*See Section 1.25 – Signatures Required for Legal Entities)

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**1.0 GENERAL INFORMATION AND SPECIFICATIONS**

The paper hard copy version of the Request for Proposal (“RFP”) as released by the Anne Arundel County Purchasing Division shall prevail over any electronic versions.

**1.1 Introduction**

- 1.1.1** Anne Arundel County, Maryland (“County”) is soliciting proposals from qualified firms for a multi-year augmentation of its video surveillance systems within various County locations. Work to be completed under this solicitation includes, but is not limited to design, furnishing equipment to meet County specifications, installation, labor, service, incidentals, and related items necessary to complete the work in accordance with this specification and County standards, and, maintenance of an Internet Protocol (IP) based system (non-IP where situations warrant). Equipment to be provided shall be furnished by the Successful Offeror to the County at a percent-off-list price as specified in the proposal to the County for the duration of the Agreement.
- 1.1.2** There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.
- 1.1.3** The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror.

**1.2 Term of Engagement**

The obligations of the County under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall be for a period of one (1) year commencing on or about January 1, 2010, with the option to renew the Contract for up to four (4) additional one-year periods at the sole option of the County. Any one-year renewals shall be subject to the availability and appropriation of County funds.

The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

**1.3 Subcontracting**

The County will enter into a Contract with the Successful Offeror only. The Successful Offeror shall be responsible for products and services required by the RFP. Subcontractors, if any, shall be identified in the Proposal with a complete description of

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their role relative to the Offeror. The name and credentials of any proposed subcontractors shall be clearly identified in the Proposal.

**1.4 Request for Clarification of Requirements**

Prospective Offerors may make a written request concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Questions shall be submitted in writing or by fax on Offeror's letterhead. E-mailed questions will not be accepted.

Direct all requests and correspondence in writing to:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
Fax: (410) 222-7624

All envelopes containing questions shall be clearly marked "Inquiry for RFP, No. 09-106R Video Surveillance System Augmentation" to facilitate handling and distribution.

**CHANGE IN ISSUING ADDENDA**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Offerors shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620.\*\*

**1.5 Time Requirements**

**1.5.1 Proposed Calendar**

The following is a list of key dates up to and including the date Proposals are due to be submitted:

Request for Proposal Issued	October 22, 2009
Pre-Proposal Conference	November 13, 2009, at 10:00 am, local time
Deadline for submitting request for clarification of requirements	November 25, 2009, at 3:00 p.m., local time
Proposal Closing Date/Time	December 4, 2009, at 4:00 pm, local time
Successful Offeror Notified	December 31, 2009 (approximate)
Contract Start Date	January 1, 2009 (approximate)

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**1.5.2 Pre-Proposal Conference**

A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 10:00 am on November 13, 2009, at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland, 21401, to answer questions about the RFP and the services to be provided hereunder. Both verbal and written questions will be accepted during the Conference. While attendance is not mandatory, it is encouraged. All interested parties shall be provided with a copy of the minutes of the Pre-Proposal Conference by addendum.

While every effort will be made to answer any questions concerning this RFP raised by potential Offerors at the Pre-Proposal Conference, such answer shall be considered unofficial until affirmed in writing by the Purchasing Agent.

**Offerors are required to register** for the Pre-Bid Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer, **Laura Brown** at 410-222-4123. If no Offerors register, the meeting may be cancelled without further notice to the Offerors.

**1.5.3 Clarifications**

Written or faxed requests for clarification of the requirements shall be received in the County Purchasing Office no later than November 25, 2009, at 3:00 p.m. to ensure adequate time to prepare responses. E-mails are not acceptable.

**1.5.4 RFP Closing Date**

Technical Proposals and Cost Proposals, separately sealed and prominently marked, shall be received in the County Purchasing Division, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401 no later than December 4, 2009, at 3:00 pm, local time. There will be no public opening. Proposals submitted in response to this RFP are irrevocable for 120 days after the RFP closing date.

It is the responsibility of the Offeror to ensure that their Proposal is received in the Purchasing Division before the deadline. Offerors mailing Proposals shall allow ample mail delivery time to ensure timely receipt of their Proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. Timely receipt of Proposals shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that the Purchasing Office personnel stamp their Proposals by the deadline indicated.

Submissions shall be clearly identified on the outside of the packet as Proposals for the Anne Arundel County RFP No. 09-106R Video Surveillance System Augmentation. Proposals will not be accepted by facsimile or e-mail transmission.

Each Proposal shall be accompanied by the notarized Affidavit (non-collusion oath with respect to bribery) on the form attached and executed by the Offeror. In the event the Offeror is not an individual, the Affidavit shall be executed by a duly authorized representative of the Offeror.

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**1.6 General Information for Offerors**

**1.6.1 Communications**

Contact with any County representative concerning this RFP, other than as stated herein, is prohibited. "County representative" shall include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

**1.6.2 Reservations**

The County reserves the right to cancel this RFP at any time after issuance, to reject in whole or in part any and all offers received, to waive minor technicalities in Proposals, and to negotiate with responsible Offerors as necessary to serve its best interests.

**1.6.3 Addenda**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Offerors shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620.\*\*

Addenda become part of the RFP and shall be acknowledged by each Offeror. Failure to acknowledge any addenda shall not relieve the Offeror of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

**1.6.4 Disclaimer**

All information in this RFP is based on the best data available. The County, however, does not warrant the accuracy of this information or the underlying data. Each Offeror bears the responsibility for making its own assessment of the information and posing questions according to the procedures set forth herein.

**1.6.5 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to satisfy the requirements of this RFP.

**1.6.6 Incurred Expenses**

Offerors are responsible for all costs associated with responding to this RFP, including Proposal preparation and submission and travel costs incurred in connection with oral presentations or other pre-award procedures.

**1.6.7 Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

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**1.6.8 Public Information Act Notice**

Offerors shall identify any portions of their Proposals deemed to contain confidential or proprietary information or trade secrets and provide justification of why such material, upon request, should not be disclosed in accordance with the Maryland Public Information Act, Maryland State Government Code Annotated, §§10-611, *et seq.*

**1.6.9 Evidence of Successful Offeror Responsibility**

The County may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary, to determine Offeror responsibility, to verify Offeror performance in similar installations, to determine reliability and suitability for intended use of products offered, and to verify the accuracy of information contained in Offeror's Proposal.

**1.6.10 Ownership and Retention of Records**

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of the County. The Successful Offeror shall retain all records and documents related to work performed under any Contract awarded pursuant to this RFP for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

**1.6.11 Signatures Required for Legal Entities**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

**TYPE OF LEGAL ENTITY:**

Company/Corporation or Professional Service Corporation  ("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")	NO PROOF NEEDED IF SIGNED BY:  President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY:  Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  Statement of Partnership Authority
Limited Partnerships  ("L.P.")	NO PROOF NEEDED IF SIGNED BY:  General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  Certificate of Limited Partnership
Limited Liability	NO PROOF NEEDED IF	IF SIGNED BY SOMEONE ELSE, ENTITY

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Company / Corporation <i>("LLC" or "LC")</i>	SIGNED BY: President or Vice President	MUST PROVIDE:  Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

**1.7 EXECUTIVE ORDER #24**

Pursuant to Executive Order 24, Offerors are required to comply with all applicable laws and regulations relating to the employment of aliens. If an Offeror fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Offeror's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this RFP, the Offeror certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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## **2.0 NATURE OF SERVICES REQUIRED**

### **2.1 GENERAL**

The County is soliciting the services of qualified parties of video surveillance systems in accordance with the provisions contained in this RFP. The County's intent is for the Successful Offeror to furnish and install system augmentation and maintain existing video surveillance systems.

### **2.2 Scope of Work to be Performed**

The scope of work for this RFP shall include, but is not limited to: design, labor and installation, construction, troubleshooting of new and existing systems, and the provision of approved hardware, software, materials and equipment (and related items and incidentals) at a percentage off list cost. Successful Offeror staff shall also have network engineer and fiber optic expertise in all areas where applicable.

The County has an existing hybrid IP/Non-IP video surveillance system in use at various locations throughout Anne Arundel County. There are several new video surveillance projects that the County plans to complete this year and for several years out. The County desires to utilize one vendor that it can work with to complete these necessary projects within standards developed and in place. The County utilizes ONSSI for its IP-based video system and plans to migrate older non-IP solutions to this system as funding permits.

The County plans to issue a master, multi-year blanket agreement based on these specifications to the Successful Offeror. As projects surface, a task order will be issued for specific projects. In the case of repair, a repair order will be issued. The Successful Offeror shall have extensive experience in the design, installation, maintenance and repair of video surveillance systems. The Successful Offeror shall also have available a trained and skilled workforce who have the ability to quickly diagnose and repair problems and restore operations within a minimal amount of time.

#### **2.2.1 System Augmentation Process**

Services in this area will be of a time and materials basis. Offeror shall specify hourly labor costs to design, install or construct system augmentation based on the County requirements. Successful Offeror shall specify materials necessary for the project at a discount off list. All associated expenses shall be included, such as incidentals and travel. County will specify and approve all materials prior to order and installation. Engineering drawings shall be completed as required for new projects.

#### **2.2.2 Maintenance and Repair**

Services in this area shall be on a time and materials basis. Services shall include items such as routine maintenance requested by the County or trouble-shooting and repair of installed equipment. Successful Offeror shall specify applicable hourly labor costs for maintenance and repair services. Material and equipment costs necessary to affect the repair shall be specified at cost. All expenses shall be included. County will specify and approve materials prior to order and installation.

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**2.3 Prices**

Prices quoted shall include any and all charges, including delivery costs.

**2.4 MATERIALS, WORKMANSHIP, PERMITS, LICENSES, AND INSPECTIONS**

2.4.1 Offerors shall be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past eighteen (18) months.

2.4.2 With regard to this contract, the Business Operations Manager of the Office of Information Technology (hereafter referred to as "Manager" or OIT designee) or his designated representative will determine acceptability of all goods provided and/or services performed. If the goods provided and/or services performed are not acceptable, the Successful Offeror will be called in to review and correct all problems without additional cost to the County. Upon notification by the Manager or his designated representative, the Successful Offeror shall affect repairs to deficient goods provided and/or services performed in accordance with a schedule jointly agreed upon.

2.4.3 The County reserves the right to make unannounced periodic inspections of the work in progress. Successful Offeror shall contact the Office of Information Technology or other County Representative at least seven (7) days prior to beginning work.

2.4.4 Permits, licenses, and taxes shall be the responsibility of the Successful Offeror at no additional cost to the County. A copy of the State of Maryland MHIC license may be required.

2.4.5 Successful Offeror shall provide a complete, workmanlike, well executed job in accordance with these Specifications and all applicable national and local codes. The County representative will notify the Successful Offeror of any additional code requirements. In cases of conflict between requirements, the requirement that is in compliance with all applicable codes and which is also, in the opinion of Anne Arundel County, more advantageous to Anne Arundel County, shall govern.

**2.5 AWARD**

2.5.1 The Contract will be awarded to the Successful Offeror with the highest score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the contract may be awarded to the next highest-ranked Offeror.

**2.6 WARRANTY AND SERVICE**

The Successful Offeror shall warrant any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County. All goods provided shall be covered by a one (1) year manufacturer's warranty. The Successful Offeror shall provide, at no charge to the County during the warranty period, any labor required to repair or replace defective equipment or parts.

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2.6.1 ON SITE WARRANTY SERVICE

The Successful Offeror shall have the capability to perform on-site warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the contract). Successful Offeror shall have the ability to perform warranty services at the County site of the equipment in need of such service as specified by the County. This requirement is to ensure the Successful Offeror's ability to perform such service; it is not to be included in the price offered. If such services are required they shall be acquired separately.

**2.7 INVOICING, PROGRESS PAYMENTS, AND RETAINAGE**

2.7.1 Invoices shall be legibly prepared showing the full description and price of work performed. Labor hours and rate shall be listed separately from materials. Invoices shall be submitted within seven (7) days after completion of the job. Authorization to pay invoices will be given by the using agency prior to payment of invoices.

2.7.2 The Successful Offeror may submit invoices for progress payments for work satisfactorily performed and/or goods, materials, and equipment delivered to the work site. The using agency shall authorize acceptance of any request for a progress payment prior to actual payment of the corresponding invoice. Retainage up to 10% of the value of the progress payment may be withheld at the sole discretion of Anne Arundel County and paid with the succeeding progress payment or upon completion of all work associated with the job.

2.7.3 Neither the final payment nor any part of the retained percentage shall become due until the Successful Offeror furnishes the County with satisfactory evidence, before or within ten (10) days after the conditional acceptance of the work under the contract, that all persons, partnership, and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, and who have given written notice to the County of claims against the Successful Offeror on account thereof, have been fully paid or secured.

In the event such evidence is not furnished by the Successful Offeror, such amount as may be deemed necessary by the County to pay such claims may be retained by the County out of any money due the Successful Offeror under the Contract until such claims shall have been fully discharged or such notice withdrawn. The County may also, with the written consent of the Successful Offeror, use any money retained, due or to become due under the Contract for the purpose of paying for both labor and material for the work for which claims have been filed with the County.

**2.8 MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT**

2.8.1 In some sections, these Specifications might mention specific manufacturer's materials and/or products (where situations require). However, these Specifications allow for approved equals for our use. Approved equals shall meet or exceed the same physical and chemical properties of the named material. Approval(s) shall be in writing prior to beginning work.

2.8.2 The Successful Offeror shall notify the Manager or his representative immediately by telephone of any unexpected emergency, subsurface, or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Successful Offeror not covered under the original scope of work, Specifications, or drawing(s) shall be jointly agreed upon by the Successful

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Offeror and the County. Any additional cost on the project shall be submitted in writing by the Successful Offeror to the County and approved by the County and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work may proceed. **The County assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to these Specifications shall be directed to, and will be issued by the Purchasing Agent.

**2.9 DEMOLITION AND DEBRIS REMOVAL**

The Successful Offeror shall be responsible to remove all their debris from the site and clean effected work areas. Successful Offeror shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by an Anne Arundel County representative, shall remove such debris and materials from County property. The Successful Offeror shall leave all effected areas as they were prior to beginning work. Successful Offeror shall use the receptacles provided by the County for all recyclable debris.

**2.10 Successful Offeror Qualifications**

During the term of this Contract the Successful Offeror shall operate and maintain at least one (1) repair facility within approximately forty (40) surface miles of the Anne Arundel County border line. The facility shall be adequate to the purpose of repairing and maintaining communications equipment listed herein. Five (5) years experience is required regarding successful installation of video surveillance systems. Offerors shall detail technical qualifications of firm and staff. Five years (5) experience shall be required in the following technical areas: Cisco hardware and software, and fiber optic installation and trouble shooting. Offerors shall list staff certifications in these critical areas. Offerors shall have OnSSI channel partner certification.

Offeror shall have the ability before the award of any contract, to demonstrate, that it has the at least five (5) years prior experience in all technical areas, including the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The Offeror shall be able to show past history and references to fully demonstrate the Offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection of the Offerors' proposal by the County.

**2.11 Offeror Investigations**

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the County that the Offeror shall rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the Successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents nor will the County entertain any claim whatsoever for additional monetary consideration on the part of the Successful Offeror.

**2.12 County Investigations**

The County reserves the right to inspect Offeror's facilities, review maintenance equipment, interview Offeror's personnel, and make whatever investigations it deems appropriate to determine capability, financial stability, and reputation of the Offeror.

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**2.13 Materials Cost**

Miscellaneous Materials shall be considered a reimbursable expense under the following conditions:

1. the materials are identified as listed on the quote for the individual project; and
2. the materials are accepted by the County as being required to complete the project; and
3. the Successful Offeror can provide a receipt from the Successful Offeror's supplier clearly identifying the material and the unit price charged.

Miscellaneous Materials shall be reimbursed at the Successful Offeror's final cost (after all rebates and discounts). The Successful Offeror shall make every effort to obtain the best available pricing for any purchase made on the County's behalf. The County shall have the right to review pricing and to require the Successful Offeror to use another source if lower pricing can be found.

The Successful Offeror's invoice shall itemize each material to be reimbursed and a copy of the invoice from the Successful Offeror's supplier shall be attached. Items for which an invoice is not available shall not be charged to the County and shall be considered as included in the labor rates or unit pricing in this RFP as proposed.

**2.14 VIRUS, MALICIOUS, MISCHIEVOUS, OR DESTRUCTIVE PROGRAMMING**

The Successful Offeror shall be liable for any damage to software owned or licensed by the County in the event a computer virus, malicious, mischievous, or destructive programming is discovered to have originated from the Successful Offeror, its servants, agents, or employees. In the event of destruction or modification of software, the Successful Offeror shall eliminate the virus, malicious, mischievous, or destructive programming; restore the County's software; and be liable to the County for any resulting damages, incidental costs, or expenses.

**2.15 System Documentation**

The Successful Offeror shall provide complete system engineering drawings and documentation that show all system components, including cabling, labeling diagrams, and all IP addressing information and schemes. Drawings shall be provided in both hard copy and electronic formats. All diagrams will become property of the County.

Upon completion of any new project, the Successful Offeror shall provide a complete inventory list of all items and materials installed. Manufacturer model and serial numbers shall also be provided, as well as any software license material.

After installation of the Security System, Successful Offeror shall deliver to the County all manufacturer warranty certificates, documents, operation, maintenance instructions and manuals, and similar documents.

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**2.16 Background Checks**

The Successful Offeror shall have a process in place for performing background checks on all employees and agents of the Successful Offeror who shall perform services under this RFP and subsequent Contract.

Prior to the execution of a Contract, the Successful Offeror shall provide an initial written certification that it has completed background checks as set forth in this section on all personnel and proposed employees or agents performing services on behalf of the County. Background Check reports shall be made available to the County upon request.

The Successful Offeror shall immediately report to the County, in writing, if it becomes aware that any of its personnel or agents performing services under the Contract have been convicted of a crime (other than a traffic violation).

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### **3.0 THE PROPOSAL**

#### **3.1 General Information Required in Offeror's Proposals**

##### **3.1.1 Offeror Contact**

Each Offeror shall identify the name, title, address, fax number, e-mail address, and telephone number for a single point of contact for information concerning its Proposal.

##### **3.1.2 Proposal Response Format**

To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection.

Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in flat-bound binders with each section divided with an appropriately labeled index tab.

#### **3.2 Proposal Submission**

##### **3.2.1 Technical Proposal**

Each Offeror shall submit an original (identified as ORIGINAL) and five (5) numbered hardcopies of the Technical Proposal that responds to the requirements of this RFP. Each copy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper with pages numbered consecutively in the upper right-hand corner (exclusive of the title page, table of contents, and any sectional dividers). Left and right margins shall be a minimum of one-half inch. It is anticipated that the copies will be provided in loose-leaf, three-ring binder form. Binders shall be no larger than 4" in thickness. Drawings and schematics are permitted on 11"x 17" foldout pages.

To facilitate efficient evaluation of the Proposals, each Offeror shall submit six (6) numbered electronic copies of the complete Technical Proposal in compact disk form. In the event the compact disk form differs from the hardcopy form, the hardcopy form shall prevail.

**NOTICE: THERE SHALL BE NO COST INFORMATION IN THE TECHNICAL PROPOSAL. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the County. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.
- Table of Contents: The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.

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- **Transmittal Letter:** A transmittal letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.
- **Contact Information:** Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- **SDAT Information:** Offeror shall include registration number issued by the Maryland State Department of Assessments and Taxation (SDAT) (Alpha prefix, followed by numeric digits).
- **Detailed Proposal:** The format of the Detailed Proposal shall conform to the structure outlined in Section 3.3 and 3.4.
- In accordance with the County Code, Article 8-2-119, please list in your submittal any affiliations with a County employee(s) or official(s). Write "none" if there are no affiliations.
- List the names and addresses of all any affiliated company providing goods or services under the agreement.
- Description of all warranties offered.

### **3.2.2 Cost Proposal**

The Offeror shall submit an original and five copies of a Cost Proposal in a separate sealed envelope marked as follows:

**COST PROPOSAL FOR  
ANNE ARUNDEL COUNTY GOVERNMENT  
FOR  
RFP 09-106R: Video Surveillance System Augmentation**

Offerors shall send the completed Proposal consisting of the Technical Proposal and Cost Proposal (two separate envelopes) to the following address:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401

### **3.3 Technical Proposal Format**

#### **3.3.1 General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation.

The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

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**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items Nos. 2.4.1 and 2.10 through 2.12, shall be included. It represents the criteria against which the Proposal will be evaluated.

**NO DOLLARS SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL**

**3.4 Cost Proposal**

**3.4.1 Price**

The Cost Proposal shall contain all pricing information relative to the products and/or services as described in this RFP. The price(s) to be proposed shall contain all direct and indirect costs including all out-of-pocket expenses.

The County shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

The first page of the Cost Proposal shall include the following information:

- a. Name of Offeror
- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with Anne Arundel County, Maryland.
- c. Cost Proposal

**3.4.2 Rates for Additional Professional Services**

If it should become necessary for the County to request the Successful Offeror to render any additional services to either supplement the services requested in this RFP or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the Contract between the County and the Successful Offeror. Any such additional work agreed to between the County and the firm shall be performed at the rates set forth in the schedule of fees and expenses included in the Cost Proposal.

**3.4.3 Manner of Payment**

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes.

The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and

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approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

Anne Arundel County, Maryland  
Office of Finance  
P. O. Box 2700  
Annapolis, MD 21404

**3.5 Changes/Erasures to Proposals**

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

**3.6 Offeror's Understanding of the Scope of RFP and Due Diligence**

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

**3.7 Proposal Modifications or Withdrawal**

A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing.

Technical Proposal modifications shall be worded in a manner that does not reveal cost data.

Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Purchasing Office up to the time and date set for the receipt of Proposals.

No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.

**3.8 Addenda to RFP**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Offerors shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620.\*\*

**3.9 Content**

The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract

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may result in cancellation of the award, recovery of damages by the County, and disqualification of the Successful Offeror may not be eligible for future solicitations.

**3.10 Conflict of Interest**

By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

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**4.0 EVALUATION PROCEDURES**

**4.1 Evaluation Committee**

An Evaluation Committee selected by the County will evaluate proposals submitted.

**4.2 Review of Proposals**

The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee will first score each Technical Proposal by each of the criteria described below. The full Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration.

After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

The County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

The Contract will be awarded to the Offeror with the highest score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

**4.3 Evaluation Criteria**

Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP, and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal.

**4.4 Oral Presentations**

The County may request, at its discretion, that some or all Offerors make oral presentations of their qualifications or to substantiate any portions of Proposals submitted. The County Purchasing Office will schedule such presentations. Offerors may be instructed to limit the number of representatives and the time for the oral presentation. Such presentations will provide Offerors with an opportunity to answer any questions the Evaluation Committee may have on an Offeror's Proposal. Not all Offerors may be asked to make such oral presentations.

**4.5 Best and Final Offers**

**4.5.1** Notwithstanding anything contained in this RFP, after the Purchasing Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors whose Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements.

**4.5.2** Offerors shall be accorded fair and equal treatment with respect to any

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opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

**4.5.3** The Purchasing Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Purchasing Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Purchasing Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The County shall consider best and final offers to be irrevocable for ninety (90) days from the date for their submission.

**4.6** **Final Selection**

It is anticipated that an Offeror will be selected by December 31, 2009. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by January 1, 2010 (approximate).

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**5.0 GENERAL TERMS AND CONDITIONS**

**5.1 PROPOSAL BOND**

Technical Proposals shall be accompanied by a Proposal bond or certified check in the amount of Five Thousand Dollars (\$5,000.00). The Proposal Bond shall be enclosed in the Technical Proposal envelope. Technical Proposals that are submitted without a Proposal Bond shall cause an Offeror's Proposal to be rejected.

Proposal deposits will be returned to Unsuccessful Offerors upon the award of the contract, and to Successful Offeror upon execution of the contract and the meeting of bond requirements, if applicable.

Non-performance by the Successful Offeror, or its failure to execute the contract or meet bond requirements within ten (10) days after the contract is presented may result in his deposit being forfeited to the County as liquidated damages.

**5.2 Disputes**

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or services, the Standards and Specifications Committee, or other sources.

**5.3 Equal Employment Opportunity**

**5.3.1** It is the policy of Anne Arundel County to assure Equal Employment Opportunity for all persons, and to ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

**5.3.2** Every Successful Offeror doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity, and Minority Business Enterprises.

**5.4 Insurance**

Unless otherwise required by this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

**5.4.1 Commercial General Liability**

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Successful Offeror, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

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**5.4.2 Business Automobile Liability Insurance**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

**5.4.3 Workers' Compensation Insurance**

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

On all Commercial General Liability and Business Automobile Liability Insurance Policies, Anne Arundel County, its agents, servants, and employees shall be named as additional insureds, which shall be shown on the insurance certificates, furnished to the County under this Section.

**5.4.4 Professional Liability Insurance**

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

**5.4.5** The Successful Offeror shall provide the County with a Certificate of Insurance evidencing the coverage required above. Such certificate shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or any material change in such coverage. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

**5.4.6** Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.

**5.4.7** Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

**5.5 Corporation Registration**

Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201 ("SDAT") before doing any business in this State.

All Offerors that are business entities shall be and present evidence that they are in good standing with SDAT.

**5.6 Audit of the Successful Offeror**

**5.6.1** The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the

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Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Offeror shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with County notification that a record must be retained for a longer period.

**5.6.2** The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Offeror's financial condition; and
- Claims by one party against any other.

**5.7 Taxes – Responsibility for Payment Exemptions Forms to be Filed, etc.**

The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

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**5.8 Exceptions to Specifications**

- 5.8.1** In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the County for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.
- 5.8.2** In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Purchasing agent shall be final.
- 5.8.3** All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The County shall determine if listed deviations and exceptions are accepted or rejected. Any deviations and exceptions not listed as required are deemed rejected.

**5.9 Termination Process**

**5.9.1 Termination for Convenience:**

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing sixty (60) days written notice to the Successful Offeror. The County shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

**5.9.2 Termination for Cause:**

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under the Contract properly and on time or otherwise violates any provision of this RFP or the Contract resulting from this RFP, the County may terminate this RFP or any Contract resulting from this RFP immediately by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the County's option, become the County's property. The County shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the County may take all steps necessary to collect damages.

**5.10 Liquidated Damages**

Should the Successful Offeror fail to perform as required by the Contract or should the County terminate the Contract, and the Successful Offeror fails to fully complete its obligations under this RFP and the Contract resulting from this RFP, the County shall also have the right to assess the Successful Offeror a liquidated damage amount not to exceed \$50 per business day to be calculated on the basis of the County's documented

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and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

The assessment of liquidated damages by the County against the Successful Offeror does not supersede the right of the County to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Successful Offeror.

**5.11 Headings**

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions, and requirements contained anywhere in the RFP.

**5.12 RFP Text Emphasis**

Throughout this RFP, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

**5.13 Optional Use of Contract**

The Successful Offeror reserves the right to extend all of the terms, conditions, Specifications, and unit or other prices of any Contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

**5.14 Parent Company**

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Technical Proposal.

**5.15 Assignment and Delegation**

Except for assignment of antitrust claim, a party to any contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

**5.16 Indemnification**

The Successful Offeror shall indemnify, save, and hold harmless the County, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Successful Offeror or its employees, agents, subcontractors, or assignees pursuant to the terms of the any contract resulting from this RFP.

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**5.17 Applicable Law**

The laws of the State of Maryland shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP.

**5.18 Conditions for Purchasing Elsewhere**

The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, the County Purchasing Agent reserves the right to procure services on the open market or by contract in which event the extra cost above the Contract price shall be due and owing from the Successful Offeror and may be deducted from any money due or which may become due.

**5.19 Fair Labor Standards**

The Successful Offeror shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the County may be found jointly or solely liable.

**5.20 Changes**

The Successful Offeror may request changes within the general scope of any resulting Contract from this RFP. If a requested change causes an increase or decrease in the cost to any equitable adjustment of the price or schedule or both, the County shall reflect such adjustment in a change order.

The Successful Offeror shall not perform requested changes unless both parties execute a written change order, and, if the Successful Offeror proceeds to perform such changes without a written change order, it does so at its own risk. The cost of any goods, materials, or services covered by a Change Order or of any claim for an adjustment in the price shall be determined as provided in this Section.

The County may, at any time, by written order, make changes within the general scope of any Contract resulting from this RFP.

Where additional goods or services, neither specifically nor generally included in any Contract resulting from this RFP are necessary in the sole judgment of the County, the County shall work with the Successful Offeror to define such goods or services and shall agree, in writing via a change order executed by both parties prior to provision of such goods or services, upon the goods or services, a reasonable price (if any) for the goods or services, and a reasonable period of time for the Successful Offeror to perform under the Contract. Strict compliance with this Section shall be a prerequisite to the Successful Offeror receiving payment for the additional goods or services.

In the event the Successful Offeror is unsure as to whether any good or service is within the scope of any Contract resulting from this RFP, the Successful Offeror shall first confer with the County's Purchasing Agent prior to provision of such goods or services are included within the scope of the Contract. If the parties cannot agree on a reasonable fee or time period to provide such goods or services or cannot agree whether the goods or services are within the scope of the Contract, the Successful Offeror shall be required to provide the goods or services if necessary due to an emergency or to avoid a negative impact on any schedule. During and after such the provisions of goods or services, the parties shall continue to endeavor in good faith to reach an agreement on a reasonable

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fee and time period for performance under the Contract and to agree on whether the goods or services are additional goods or services.

Notwithstanding anything to the contrary contained in this Section, if the parties are unable to agree on a change order or on the cost of goods or services required under a change in sufficient time to maintain any schedule, the County may direct the Successful Offeror to provide the additional goods or services if the additional goods or services are necessary due to an emergency or to avoid a negative impact on any schedule, and the cost shall be determined or otherwise agreed to at a subsequent date. Upon receipt of such directed change order, the Successful Offeror shall promptly provide the goods or services, which shall be provided in accordance with any Contract resulting from this RFP.

**5.21 Damage to County Facilities, Buildings, or Grounds**

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Offeror or employees, subcontractors, or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

**5.22 Liability of County**

The County has no obligations to provide legal counsel or legal defense to the Successful Offeror or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Offeror or its subcontractors as a result of or relating to the Successful Offeror's obligations under this Contract.

**5.23 Notice of and Cooperation in Litigation**

The Successful Offeror will immediately give notice to the County of any claim or suit made or filed against the Successful Offeror or its subcontractors regarding any matter resulting from or relating to the Successful Offeror's obligations under this Contract, and will cooperate, assist, and consult with the County in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Successful Offeror's obligations under this Contract.

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**5.24 Price Adjustments**

**5.24.1** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments in accordance with the current Consumer Price Index. The Successful Offeror shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.

**5.24.2** For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

**5.24.3** The County reserves the right to accept or reject the request for a price increase. If the County approves the price increase, the price will remain firm for the renewal term for which it was requested.

**5.25 Agreement**

The Successful Offeror will be required to sign an Agreement similar to the attached Agreement. Successful Offeror shall review this Agreement and include any exceptions or changes with the Proposal. Any changes will be reviewed by the County Law Office and determined if acceptable. Failure to provide exceptions or changes will result in the assumption that the Agreement is acceptable to the Successful Offeror.

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**COST PROPOSAL FORM**

(Submit Original and One Duplicate Copy)

Purchasing Agent  
 The Heritage Office Complex  
 2660 Riva Road, 3<sup>rd</sup> Floor  
 Annapolis, Maryland 21401

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated December 4, 2009, and your General Information and Notice to Offerors bearing the same date, we wish to quote the following:

Item #	Description	Estimated # of Hours	Hourly Price	Extended Cost
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**New System or Augmented System Design**

Item #1	Engineering Hourly rate	100	\$ _____	\$ _____
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Item #2	Installation Hourly rate	100	\$ _____	\$ _____
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Item #3	Installation Overtime Hourly Rate	20	\$ _____	\$ _____
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Item #4	Materials and Equipment			
	Discount Off Manufacturer's List Price* \$100,000 - _____%			\$ _____
	Extended Price shall be the result of the percentage of discount subtracted from amount given, which is \$100,000.			
	(Example: \$100,000- 10% = \$90,000)			

Subtotal for Items #1-4 \$ \_\_\_\_\_

**Maintenance of Equipment**

Item #5	Maintenance and Repair Hourly Rate	20	\$ _____	\$ _____
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Item #6	Maintenance and Repair Overtime Hourly Rate	20	\$ _____	\$ _____
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Item #7	Materials			
	Discount Off Manufacturer's List Price* \$100,000 - _____%			\$ _____
	Extended Price shall be the result of the percentage of discount subtracted from amount given, which is \$100,000.			
	(Example: \$100,000- 10% = \$90,000)			

Subtotal for Items #5-7 \$ \_\_\_\_\_

Grand Total of Items #1-7 \$ \_\_\_\_\_

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**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm, under penalty of perjury,  
(Contractor/Bidder/Offeror)  
that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners, or any  
(Contractor/Bidder/Offeror)  
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in ' 16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. \_\_\_\_\_ shall not knowingly enter into a contract with a public  
(Contractor/Bidder/Offeror)  
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or representative of  
(Contractor/Bidder/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Offeror or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Anne Arundel County, Maryland (the "County"), and \_\_\_\_\_ (the "Contractor").

WHEREAS, the County issued \_\_\_\_\_ (IFB/RFP number and title), a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor's technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the "Work").
2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B.
3. The County shall pay the Contractor up to \_\_\_\_\_ for Work performed under this Agreement in accordance with the fee schedule set forth in Attachment B to this Agreement.
4. The Contract certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.
5. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

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By: Dennis Callahan Date  
Title: Chief Administrative Officer

[Contractor's Name]

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By: \_\_\_\_\_ Date  
Title: \_\_\_\_\_  
(Please legibly print name and title above.)

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Approved as to form.

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of Law

\_\_\_\_\_  
Date