



# **PRINCE GEORGE'S COUNTY GOVERNMENT**

## **REQUEST FOR PROPOSALS NO. S18-010**

### ***Automated Speed Enforcement Program***

**Special accommodations for persons with disabilities may be made by calling  
(301) 265-8450/Maryland Relay-711**

**ISSUE DATE: February 1, 2018**

**PRE-PROPOSAL CONFERENCE: February 20, 2018 at 10:00 a.m.**

**PROPOSAL CLOSING: March 20, 2018 at 3:00 p.m.**

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**AUTOMATED SPEED ENFORCEMENT PROGRAM**

**SECTION I: INTRODUCTION**

**1.1 SUMMARY STATEMENT**

The Prince George's County Government (hereafter referred to as "the County") seeks to acquire the services of a contractor(s) through this Request for Proposal ("RFP"), with professional expertise in the deployment of automated traffic violation enforcement devices to implement a digital automated traffic violation enforcement system program. The County invites the submission of proposals from firms who can document their ability to provide the technical expertise and management skills necessary to furnish, implement, operate and maintain a County wide program which includes furnishing any and all hardware, equipment, software, communications, material and services for each camera system that is necessary or appropriate in accordance with the requirements and specifications of this RFP.

**1.2 PROPOSAL CLOSING DATE**

To be considered, an original, eight (8) hard copies and three (3) USBs of the "Technical Proposals" and an original, eight (8) hard copies and three (3) USBs of the "Cost Proposals". The Proposal must be separated into a technical proposal package and a price proposal package. The technical proposal shall not include any pricing information. Packages shall be sent to:

Dorene Brown, Procurement Officer  
Contract Administration and Procurement Division  
Office of Central Services  
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 March 20, 2018 at 3:00 p.m. The submittals shall be sealed, and the outside envelope must be clearly marked "RFP No. S18-010", Automated Speed Enforcement Program, company name, telephone number and contact name.

Late proposals will not be considered. Offerors mailing proposals shall 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 February 20, 2018, at 10:00 a.m. in Suite 308A, 1400 McCormick Drive, Largo, Maryland 20774. Attendance is mandatory as information presented will be very informative. Therefore, all potential Offerors are required to attend in order to enhance their understanding of the County's requirements and to prepare acceptable proposals.

Please advise Dorene Brown by e-mail [DBrown2@co.pg.md.us](mailto:DBrown2@co.pg.md.us) of your intent to attend and the number of attendees, so that we might reserve a room large enough to accommodate the number of attendees.

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**1.4 QUESTIONS AND INQUIRIES**

Offerors shall communicate only with the assigned contact Dorene Brown, Procurement Officer. All questions and requests for clarification must be in writing, sent by email to [DBrown2@co.pg.md.us](mailto:DBrown2@co.pg.md.us) no later than February 28, 2018 or mailed to the address below. Offerors are encouraged, but not required to submit questions and inquiries one week prior to the scheduled Pre-Proposal Conference and no later than seven (7) business days after the Pre-Proposal Conference to:

Dorene Brown, Procurement Officer  
Contract Administration and Procurement Division  
Office of Central Services  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Phone Number: (301) 883-6400  
Fax Number: (301) 883-6440  
E-Mail: [DBrown2@co.pg.md.us](mailto:DBrown2@co.pg.md.us)

Written answers (addendum) will be sent to all offerors listed by the County as receiving a copy of this Request for Proposals (RFP) and any person who has attended the Pre-Proposal Conference. In addition the addendum shall be listed on the County's website and eMaryland Market Place.

**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 three (3) year(s) from the date of contract execution. The contract terms may be extended for two (2) additional one (1) year optional periods upon mutual agreement of the parties.

**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 (90) calendar 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 "September" index as a base index for the ensuing contract period. Any price adjustment will be at the sole option of the County.

**1.8 AWARDS**

The County reserves the right to make one (1) or more awards, whichever is in the County's best interest.

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**1.9 DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 180 calendar days following the closing date for this Request for Proposals. This period may be extended by mutual agreement between the Offeror and the County.

**1.10 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 familiarize themselves completely 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 terms and conditions referred to herein.

**1.11 INVOICING**

All invoicing of payment for the performance of services under the agreement shall be approved prior to payment. Invoices shall be submitted on a monthly basis, and shall include the following: (1) Offeror's name and remittance address; (2) Offeror's Tax Identification Number; and (3) Documentation as to the resultant service completed during the time covering the invoice to the respective agency.

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**SECTION II: GENERAL INFORMATION**

**2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES**

Proposals shall 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.

**2.4 PERFORMANCE AND PAYMENT BOND**

Prior to award of this agreement the Offeror shall furnish a Performance and Payment Bond, executed by a surety company authorized and licensed to transact business in the State of Maryland, a letter of credit, or cashier's check equal to \$1,000,000. 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 shall 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 Tax Certification Affidavit (See Form No. 8) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven calendar days of the County's Notice of Intent to Award.

**2.6 CONFIDENTIALITY/PROPRIETARY INFORMATION**

Offerors shall 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 Public Information Act, 4-201 et. seq., General Provisions Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offerors shall clearly indicate each and every page that is deemed to be



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**2.6 CONFIDENTIALITY/PROPRIETARY INFORMATION (continued)**

confidential/ proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement).

**2.7 ALLOWANCE OF IN-HOUSE WORK**

No section or portion of this RFP or the Agreement 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.

**2.8 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.

**2.9 SUPPLIER DIVERSITY AND PARTICIPATION**

This RFP contains a mandatory 40% participation by Certified County-Based Small Business (CCBSB) requirement. The Contractor shall comply with the CCBSB requirements of Section 10A-160, et seq. of the Prince George's County Code, which are incorporated by reference into this Agreement. Implementation of these requirements as applicable, is a legal obligation and failure to comply with such terms shall be treated as a material breach of the Contract that may result in suspension, debarment or cancellation of the Contract. The County will investigate any allegation that the Contractor, subcontractor or any other participating business is not in compliance with these requirements. Should an investigation find merit in the allegations, the County may pursue legal/and or contractual remedies and impose sanctions as provided for in Section 10A-164 of the County Code.

Each Offeror's response to this RFP must include a Supplier Utilization Plan (Form Nos. 1 and 3). The Supplier Utilization Plan certifies the percentage of the Contract's total value that will be subcontracted to suppliers throughout the full term of the contract. Any change to the mandatory Supplier Utilization Plan must be approved by the Purchasing Agent. Compliance with the mandatory supplier participation percentages is a contractual requirement as agreed upon with execution of the award documents. The monitoring process for the program consists of the following components:

- The Offeror that is awarded the Agreement under this solicitation (the prime "Contractor") shall provide Monthly Reports to the Office of Central Service Compliance Unit (the "Compliance Unit") via email at [ocscontractcompliance@co.pg.md.us](mailto:ocscontractcompliance@co.pg.md.us) using the Monthly Supplier Participation Report (Appendix A: Monthly Supplier Participation Report).
- The Compliance Unit will review reports and take action if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted.
- Contractor must understand that not reporting and/or meeting their participation requirements constitutes a material breach of the Agreement that could result in a fine of up to 5% of the Agreement's value for each violation up to termination of Contract.
- Should compliance issues arise with meeting the utilization requirement, Contractor agrees to consult the Compliance Unit in an effort to cure the issues or challenges.

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**2.9 SUPPLIER DIVERSITY AND PARTICIPATION (continued)**

- Should the Contractor not be in position to find appropriate suppliers to meet participation requirements, then the Contractor should contact the Compliance Unit for assistance in finding appropriate offerors to satisfy participation requirements.

At the discretion of the Purchasing Agent or the County Auditor, any Contractor given a supplier diversity preference under Section 10A-160 or that is subject to the County-Based Small Business participation requirements of Section 10A-161 shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other offerors.

Definitions of each type of certified entity are set forth in Appendix H.

**2.10 SUBCONTRACTING**

Any person undertaking a part of the work under the terms of the Agreement, 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 and responsible for the work done by their subcontractors. The County may terminate the Agreement if the subcontracting is done without the Purchasing Agent's prior approval.

**Contractor Prompt Payment.**

(1) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Agreement. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

(2) Interest penalties. Any contractor who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a contractor being suspended or debarred.

(3) Subcontract Clause Requirements. Contractor shall include in each of its subcontracts: (A) a payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its

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**2.10 SUBCONTRACTING (continued)**

subcontract within seven (7) days out of such amounts as are paid to the Contractor by the County for such work performed under such contract; (B) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier

**2.11 EVIDENCE OF SUBCONTRACTING**

Pursuant to the provisions of Section 10A-111(c) of the County Code, the selected Contractor is required to submit to the County copies of executed subcontracts as a condition of the County executing the Contract with the Contractor. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract must be disclosed within the proposal.

**2.12 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 Agreement in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal.

**2.13 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 shall 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 Agreement shall be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement, 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 Agreement. The rights of the County provided for under the Agreement are in addition to any rights and remedies provided by law.

**2.14 FORMATION OF AGREEMENT WITH SUCCESSFUL CONTRACTOR**

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

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**2.15 AMERICAN WITH DISABILITIES ACT REQUIREMENTS**

1. Prince George's County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal for access for persons with disabilities in employment, public accommodation, transportation, and all County programs, activities and services. County government Contractors, subcontractors, Contractors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.
2. Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay – 711.

**2.16 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS**

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which shall be completed by all Offerors, are set forth In Section VI of this RFP.

**2.17 GIFTS**

Offerors and Contractor must not make or offer to make a gift to a public employee as public employees are prohibited from accepting gifts under the Code of Ethics, Prince George's County Code Section 2-293(d).

**2.18 KICKBACKS**

- (1) A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Contractor, a Contractor employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the County.
- (2) A person must not:
  - a) Provide, attempt to provide, or offer to provide a kickback;
  - b) Solicit, accept or attempt to accept a kickback;
  - c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Contractor, or by the prime Contractor in the price charged by the prime Contractor, to the County; or
  - d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory or contractual requirement.

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**SECTION III: SCOPE AND REQUIREMENTS**

**3.1 BACKGROUND**

Speeding and aggressive driving are among the most common factors in motor vehicle accidents involving fatalities, injuries and property damage. Use of traditional enforcement strategies cannot keep pace with this escalating problem, thus placing the general public and public safety personnel, in potentially dangerous situations.

The Maryland State General Assembly passed Senate Bill 277 in February, 2009, House Bill 1477 in April 2010, House Bill 929 and Senate Bill 350 in May of 2014, The U. S. Congress passed H.R. 22, the FAST Act. Fixing America’s Surface Transportation Act in December of 2015, and the Prince George’s County Council passed CB-37-2009 in November of 2009, all allowing or regulating the use of photographic speed-monitoring systems. From this legislation, the Maryland Transportation Article includes provisions for the State of Maryland, Counties and local governments like Prince George’s County to use photographic speed-monitoring systems.

A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The County’s goal is to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones and other areas designated by law and located throughout the County. By law, this type of enforcement is restricted to certain times of the day, days of the week and a specified threshold of number of miles per hour above the speed limit that must be met before a violator may be fined (among other requirements).

The Prince George’s County Automated Speed Enforcement Program began in August of 2011 and currently provides sixty-nine (69) portable cameras, two (2) hand-held cameras and one (1) fixed camera. The portable and handheld cameras are rotated between approximately one hundred and forty-five (145) advertised enforcement locations and the fixed camera is located permanently at one location. The advertised locations for the cameras can be found on the County’s Web site at:

<http://www.princegeorgescountymd.gov/sites/PoliceDepartment/Services/speed-camera/locations/Pages/default.aspx>

These enforcement locations include school zones and institutions of higher education areas, operating Monday through Friday, 6:00 AM through 8:00 PM. All camera equipment, infrastructure and back-end processing are owned by the current Offeror.

The Automated Speed Enforcement Program has mailed the following number of violation notices:

|                      |                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b><u>FY2013</u></b> | <b><u>FY2014</u></b> | <b><u>FY2015</u></b> | <b><u>FY2016</u></b> | <b><u>FY2017</u></b> |
| <b>152,834</b>       | <b>115,159</b>       | <b>108,538</b>       | <b>142,276</b>       | <b>109,916</b>       |

The County averages a 70% to 80% violation collection rate.

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**3.2 MINIMUM QUALIFICATIONS OF OFFEROR**

- A. All Offerors shall have at least five (5) years of experience in providing large scale and full service Automated Traffic Enforcement Systems to municipal governments. This experience must include a combined total of at least fifty (50) photo speed enforcement cameras operating throughout the past 12 months and serving a combined municipal population of at least 100,000 persons during this same period.
- B. The Offeror must be experienced in managing large numbers of Automated Traffic Enforcement System violations. This experience shall include capturing, processing, and mailing violation notices and collecting fines for at least 100,000 violations during the past 12 months.
- C. Because most of the County's deployment locations do not have convenient access to utilities, the Offeror must provide portable cameras which will operate independently of external utility power and communication supply, for a minimum of two days and 500 violations before being recharged.
- D. The Offeror must supply a project manager who shall be available to personally respond to and meet with the County within two (2) hours' notice during business hours.
- E. The Offeror must supply maintenance and service personnel, and equipment, whom and which shall respond to the County within two (2) hours' notice during business hours.

**3.3 TECHNICAL SPECIFICATIONS**

The County is seeking a successful Offeror to provide a complete turnkey solution for a Web-Based, scalable, Automated Speed Enforcement Program, including installation, placement, operation, maintenance, certification and support (including 24-7 technical phone support) of all equipment, including but not limited to, portable, fixed, replica, and handheld camera equipment, vehicles/trailers (including maintenance and insurance), equipment mounts, power supplies, data upload, download and storage systems, billing, collections, printing and mailing of notices, flagging, 24-7 on-line payment processing, telephone customer service and payment processing, establishing, maintaining and staffing a walk-in customer service center, training, management/tracking of court required information, including preparation of cases, dockets and when necessary, testifying, and regular reporting of system results as mandated by law and as requested by the County. The Offeror shall provide a solution that is capable of supporting a high volume of violations in a secure system with a built-in redundant back-up.

**A. SITE SELECTION, ANALYSIS AND DESIGN**

The County shall identify camera location sites and will provide the Offeror with the site locations. The Offeror may also suggest sites to the County for installation but the County shall make the final decision on the actual deployment, placement and removal of all camera equipment.

The Offeror is responsible for site analysis information to assist in the County's selection of proposed sites. The Offeror's analysis for automated speed enforcement program sites shall include a determination of the sites ability to support the equipment, including safety and usefulness (number of violations or other factors). This determination shall be submitted to the County or its authorized representative within ten business days of the County's request.

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**A. SITE SELECTION, ANALYSIS AND DESIGN (continued)**

Analysis of fixed (permanently mounted equipment) units for the automated speed enforcement program sites shall include long term projections, estimated costs and permit requirements. When requested, this information shall be submitted to the County or its Authorized Representative within 30 business days of the County's request.

**B. PERMITTING AND LICENSING**

The Offeror shall be responsible for all tasks and costs associated with obtaining any permits or licenses necessary to install or operate Automated Speed Cameras, related equipment and program infrastructure.

The Offeror shall be responsible for submitting any plans and permit applications as prescribed by the County's Department of Public Works and Transportation (DPW&T), Department of Permitting, Inspections and Enforcement (DPIE) or the State Highway Administration (SHA) and obtaining and paying for all necessary permits and approvals required for installation of Automated Speed Cameras. For the purpose of developing installation timeframes for fixed cameras, Offerors should assume a 60 calendar-day permit process. If the permit process takes longer than 60 days, Offerors will be given an additional timeframe for final installation equal to the same number of extra days required to obtain permits. Proposals shall include details on Offerors ability to obtain permits and approvals.

The Offeror shall be responsible for the purchase of an adequate number of software licenses to enable use of the system by the County as appropriate.

**C. ENGINEERING, INSTALLATION, USE AND REMOVAL OF EQUIPMENT**

The Offeror is responsible for installation of all equipment necessary to identify and photograph motor vehicles violating speed camera laws. The County requires the Offeror to install all hardware/software including a non-invasive traffic violation detection system.

There shall be no added fees incurred to set up (make operational) move or remove, any Automated Speed Camera Equipment, including but not limited to, mobile, fixed, hand held, and replica cameras.

Should the County decide to move or deactivate any Automated Speed Camera Equipment, including but not limited to, mobile, fixed, and replica cameras, there shall be no added fee incurred for the deactivation and removal of this equipment. Upon notification by the County, deactivation and removal of all equipment at a specified site will occur within three (3) business days for portable or replica equipped sites and within ten (10) business days for fixed sites. At the conclusion of this agreement, all equipment shall be removed from all sites within 30 days and the site restored to its pre-installation condition.

After written notification by the County, to deploy or redeploy mobile or replica camera equipment at a specified site, the Offeror shall install this equipment and make it fully operational within three (3) business days. For County requested fixed camera sites, the Offeror shall deploy and make operational a fixed camera within thirty (30) business days.

For any location in which permits are required for installation, the permit period will be added to this specified time period. Time is of the essence due to public safety concerns.

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**D. ACCURACY SECURITY AND PRIVACY**

The County seeks a program that is reliable, accurate and fairly captures evidence of speeding violations and records images of vehicles and their license plate, while minimizing unnecessary intrusions on the privacy of drivers and passengers. The Offeror shall maintain all images as confidential and may not use any image, driver or owner information or other program information, for any other purpose than its intended use for legitimate law enforcement purposes.

All data related to the Automated Speed Enforcement Program shall remain the property of the County. This includes but is not limited to: images, motor vehicle records, personal and financial information, and statistical data.

The Automated Speed Enforcement Program shall be a non-invasive detection system and detect a minimum of 90% of all vehicles. The system shall be accurate to +/- 1 Mile Per Hour ("MPH"), maintain 95% operational uptime per month and capture no more than 5% of events per month that are found to be false triggers or erroneous. See section 3.3(W) for Liquidated Damages.

The Offeror shall demonstrate how the data shall remain secure, including preventing unauthorized program access and theft of data. The Offeror shall detail the protocol to ensure the security of the system, to guard against unauthorized usage, access, system tampering, hacking or viruses.

The Offeror shall detail its network security protocol to ensure business continuity, disaster recovery, protection of the system, guard against data loss, unauthorized usage, access, tampering, and viruses, etc. To ensure evidence integrity, the proposed system shall encrypt all images and all violation data. The Offeror shall provide details of the system's encryption specifications.

The Offeror shall require all employees with access to any part of the Automated Speed Enforcement Program to pass a criminal background check as directed by the County. The County reserves the right to reject any Offeror's employee's access due to security concerns.

**E. AUTOMATED SPEED CAMERA SYSTEM DEFINITIONS**

**Portable Camera:**

A portable camera is defined as a camera that may be moved, made operational, and transported from location to location, with a minimum of integration with infrastructure, such as a permanent foundation, power and communications utilities and other connections, especially those requiring construction and electrical permits. A portable camera includes standalone box cabinet units, trailers and mobile speed cameras. The County will not staff, operate, or man the Offeror's vehicles at any time. The County will not staff cameras at the deployment locations with the exception of handheld units. A handheld camera is defined separately under this section.

**Handheld Camera:**

A handheld camera is a photo speed camera that is deployed (manned) by a Prince George's County Police Officer at County designated and approved locations. This type of camera is intended to be deployed for two (2) hours by a police officer without wired external power connections and no other wired infrastructure connections in the field. Time periods in use in excess of two (2) hours may utilize wired external.



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**E. AUTOMATED SPEED CAMERA SYSTEM DEFINITIONS (continued)**

power connections from a vehicle power source.

Replica Cameras:

This RFP requires a limited number of replica speed cameras to imitate the Offeror's portable roadside speed cameras. Replica cameras shall be identical in appearance to the Offeror's roadside speed camera but will not record violations. There shall be no added fees incurred to transport, move and set up replica cameras.

Fixed Camera:

A fixed camera is defined as a camera mounted in a manner that is immobile. Generally this type of camera requires integration with infrastructure, including permanent foundation or pole, power and communications utilities, and other connections requiring construction and electrical permits.

**F. IMPLEMENTATION OF AUTOMATED SPEED CAMERAS**

The Offeror shall be required to implement Automated Speed Cameras in the following manner, beginning within 30 days of the executed agreement and in accordance to the chart and requirements below.\*

| Implementation Time Period from Contact Execution | Minimum Number of Portable Units Added* | Minimum Number of Handheld Units Added | Minimum Number of Replica Units Added | Minimum Total Number of Units Established and Positioned |
|---|---|--|---------------------------------------|--|
| Month - 1   | 5                                       | 1                                      |                                       | 6  |
| Month - 2   | 5                                       | 1                                      |                                       | 12   |
| Month - 3   | 5                                       |  | 1                                     | 18   |
| Month - 4   | 5                                       |  | 1                                     | 24   |
| Month - 5   | 5                                       |  | 1                                     | 30   |
| Month - 6   | 5                                       |  | 1                                     | 36   |
| Month - 7   | 5                                       |  | 1                                     | 42   |
| Month - 8   | 5                                       |  | 1                                     | 48   |
| Month - 9   | 6                                       |  |                                       | 54   |
| Month - 10  | 6                                       |  |                                       | 60   |
| Month - 11  | 6                                       |  |                                       | 66   |
| Month - 12  | 6                                       |  |                                       | 72   |

\*The County will accept up to two (2) Fixed Cameras in place of the same number of Portable Cameras (one for one) at the Offeror's expense.

1. Preferred responses are those in which the implementation of cameras occurs more quickly than required.
2. All speed monitoring equipment and speed monitoring systems shall meet or exceed industry standards.

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**F. IMPLEMENTATION OF AUTOMATED SPEED CAMERAS (continued)**

3. The Offeror shall develop, implement, operate, and maintain a Web-Based Automated Speed Enforcement System for the County, including but not limited to secure capture, tracking, processing, storing and identifying violating vehicles and the corresponding vehicle owners.
4. The System shall be capable of processing a high volume of speed violations and the substantial storage of speed violation images and evidence. The System shall handle multiple authorizations and/or validations of speed violations, final notice printing and mailing, support for hearing/court processes, on-line, mail and in-person payment processing, violator/customer on-line and telephone call center support (business hours), and provide reports on systems operations and effectiveness as required by law and by the County.
5. The cameras shall obtain a clear image of the rear of the vehicle so as to clearly identify the vehicle and license plate. The camera shall be able to capture three (3) color photographs in easily viewable, time stamped still photos for each captured violation, including a close-up of the license registration plate.
6. The camera system shall have the ability to accurately detect speed violators 24 hours per day, operating effectively under all weather conditions, and during times when the sunlight is pointing in the direction of the camera. The Offeror must detail how the proposed system will compensate for the effects of license registration plate covers, out of state license tags, stacked letter tags, and the effects of reflective materials on the license registration plates. Examples shall be provided.
7. The Offeror shall detail the image quality specifications and submit actual sets of violation images both day and night-time examples with the technical proposal. Describe proposed flash equipment and set up, as required.
8. The Camera equipment shall be able to gather traffic information for statistical analysis.
9. The camera system shall apply lane specific speed detection technology and must be capable of covering three or more lanes of traffic. If the image area contains multiple vehicles, the violating vehicle must be able to be clearly identified at the point of speed detection.
10. All mobile camera systems shall incorporate a deployment interface with adequate local storage for violation records captured over several successive deployment sessions or shifts. Proposals must specify the storage capacity in terms of the number of recorded violation events that may be stored in local memory storage.
11. The portable camera system must be supplied and mounted in an Offeror owned vehicle/trailer/compartments and must allow for independent roadside deployments. All required cabling and systems mounts must be included. All portable camera system operations must be able to be powered from the deployment vehicle/trailer/compartments (no external power hookups to public utilities). Additionally, the system must provide operating power sufficient for a minimum of consistent enforcement for two days and 500 violations.

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**F. IMPLEMENTATION OF AUTOMATED SPEED CAMERAS (continued)**

12. The Offeror's processing solution (digital time stamped still photos for each captured violation and accompanying data) shall be able to be integrated into software used by the County. The County presently uses Microsoft Office.
13. The camera system shall be designed in such a fashion to deter theft and vandalism and so that maintenance and other routine operations can be accomplished easily and quickly without creating a public safety hazard.
14. The Offeror's proposed Automated Speed Enforcement Program shall provide standard relational database functions to allow both Offeror and County personnel to easily enter, access, search, and sort the violator database by various parameters including:
  - Date of violation;
  - Violation tracking number;
  - Time of violation;
  - Location of violation;
  - Vehicle registration plate information;
  - Vehicle registration plate – issuing state;
  - Partial registration plate;
  - Registered owner of vehicle;
  - Date of notice;
  - Name and/or ID number of issuing/reviewing officer
  - Non-processing and dismissal (rejection) code(s);
  - Adjudication status;
  - Hearing date and time;

Additionally, the County requires that all violation photos taken, be available on-line for searching and viewing. The County or its Authorized Representative shall be able to view all images (cited and not-cited) sequentially.

15. The Offeror shall provide access to the Automated Speed Enforcement System, by the County, through a Web-Based application. The County shall be able to access all program functions by at least twenty (20) simultaneous users, twenty-three (23) hours a day, 7 days a week (23/7 or 24 less one hour a day, non-business hours, for system updates). All access and data changes shall identify, log and store the user identity.
16. The County shall have the ability to access, view, enter, update, download and print all account and violation information to include, but not be limited to, the following:
  - The vehicle registration plate numbers and characters;
  - The state of issue for the vehicle registration plate;
  - The date of the violation event;
  - The time of the violation event;
  - The location of the violation event;
  - All digitized images demonstrating the violation and tag close-up;

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**F. IMPLEMENTATION OF AUTOMATED SPEED CAMERAS (continued)**

- Payment status;
  - Hearing status;
  - Flagging status;
  - Correspondence tracking;
  - Standardized monthly reports (must have ability to review and print reports);
  - Download violation images for printing, mailing, or e-mailing to citizens or County officials;
  - Suspend activity on accounts until further research is completed in special circumstances;
  - Approve/disapprove violations;
  - Dismiss violations with justification code
  - Designate and query dismissal causation codes with text explanation field;
  - View and zoom in on images, adjust contrast, brightness, and color for optimizing image quality and the option to retain the adjusted settings;
  - Search, view, update, and print all citation and non-citation information, including outstanding balances, court requests, temporary suspensions, and customer service inquiries.
17. The County reserves the right to void or cancel any speed violation at no cost to the County or fee due to the Offeror.
18. Upon the final review, each citation shall include an electronic signature and ID number of the reviewing County's Authorized Representative on the actual notice mailed to the violator.
19. The Offeror shall obtain registered owner information for the violation on identified registration plates for both in-state and out-of-state registrations. The registered owner's information shall then be entered into the system with the violation images.
20. The Offeror shall be responsible for a detailed description on how they will accomplish the determination of the owner of the registration plates. The Offeror shall specify safeguards for ensuring accuracy of the information and how changes of address will be handled.

**G. PROGRAM IMPLEMENTATION PLAN**

The Offeror shall be responsible for a Program Implementation Plan to include a timeline for all services as outlined for the project, including how the Offeror intends to meet the County's implementation schedule. The plan shall describe the project management methodology and activities needed to complete the total implementation. The plan shall be presented in narrative and chart form, and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The Offeror shall list milestones, anticipated completion dates, and all events required.

**H. MAINTENANCE REQUIREMENTS**

All maintenance, service and repairs of any and all components and processes of the Automated Speed Camera System shall be the responsibility of the Offeror to include:

1. Guaranteed total replacement of any inoperable (for any reason) deployed camera installation within three (3) business days of notification by the County.

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**H. MAINTENANCE REQUIREMENTS (continued)**

2. Guaranteed repair of any inoperable (for any reason) deployed camera system within one (1) business day of notification by the County.
3. Daily maintenance and support of operations along with a log including camera relocation, preventative maintenance, and calibrations.
4. Monthly reports to include: all maintenance performed, all system errors identified and total non-operational time for each camera and site.

The Offeror shall be responsible for maintaining a maintenance plan in detail, including all available resources and systems for performing scheduled maintenance and tracking issues.

The Offeror shall be responsible for maintaining a tracking system for monitoring and reviewing the status of technical issues identified by the County's authorized representative.

The Offeror shall describe its proposed systems for issue tracking, internal self-check capabilities, the ability to shut down or recover due to errors, and how often camera systems will be inspected and exchanged for preventive maintenance.

**I. PROCESSING OF VIOLATIONS**

The Offeror shall view each image and make a preliminary decision whether it meets the County's criteria to issue a citation or not. If the County's criteria is not met, the representative shall enter the appropriate County defined explanation code. If the images do appear suitable, the Offeror shall prepare the image for the County's verification that the recorded image is a citable offense.

The Offeror shall create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.

The Offeror shall review and approve a citation as citable and pass it on to the County or its authorized representative who will provide the final review and approval. If the citation is determined not to be citable by the County, an appropriate rejection code shall be attached. If approved by the County or its authorized representative the signature and ID number shall be electronically attached and printed on the citation. The County will have the final authority to approve or disapprove a citation.

**J. NOTICES AND CORRESPONDENCE**

The Offeror shall prepare, print and mail citations for all approved citable offenses. All citations shall be in accordance with the Maryland Court's requirements and the County's approved format. Notices shall be mailed within the time limits specified by law. The Offeror will describe how the system will automatically ensure no violations are mailed beyond time limits specified by law.

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**J. NOTICES AND CORRESPONDENCE (continued)**

The Offeror shall detail the process for minimizing no-hits (owner information on registrations not returned from in-state or out-of-state motor vehicle administrations).

All printed citations shall include three (3) color digital violation images of a quality acceptable to the County and shall include the electronic signature and ID number of the County or its authorized representative who approved the citation. One image shall show vehicle's registration plate, clearly readable to the average naked eye. Printed citations shall be in compliance to the State law and shall include court-approved language, the date and time of the violation, the location of the intersection, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty shall be paid. Information shall also be included which outline payment options and instructions on viewing images on-line and a portion or stub that can be returned with payment or to request a court date and a return envelope.

The Offeror shall mail approved citations with return envelope by first class mail. Printing, toner, paper, envelopes, postage and all other costs associated with issuing citations (first, second, and driver notices, as well as all other correspondence) are to be paid by the Offeror.

The Offeror shall send a second follow-up notice to delinquent violators in the event of non-response after a County specified time. The Offeror's proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow-up notices are not erroneously sent to violators. The second notice shall inform the violator that their fine is past due and shall include all information provided within the first notice including the three photographs.

Maryland law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement, which can result in notices being sent to the identified offender. The Offeror will be responsible for this requirement.

The County requires additional standardized correspondence to be sent to violators in response to certain inquiries or actions. Examples of such correspondence include:

- Flagging notice;
- Confirmation of stolen;
- Driver notice procedures;
- Administrative voids;
- Returned check notification (see Payment Processing for requirements)
- Paid in full correspondence;
- Other forms or instructions.

The County requires a timely and efficient method for responding to customer inquiries and complaints. All inquiries, whether by mail, telephone, web, or e-mail, shall be documented and logged to the applicable citation to include correspondence imaging. The Offeror will handle and track violations and correspondence returned as undeliverable.

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**K. FLAGGING OF MARYLAND REGISTRATIONS**

The Offeror shall be responsible for managing violator nonpayment situations resulting in registration non-renewal (flagging and unflagging) with the Maryland Motor Vehicle Administration (MVA). The Offeror is responsible for flagging and unflagging procedures and technology for requests to be sent to MVA. The County requires that a flagging notice be sent to the violator when MVA is notified of a flag.

**L. REPORTING**

The Offeror is responsible for all reports mandated by Federal and State law and by the County. In addition the Offeror shall provide a monthly report including statistical analysis of violations, fines, collections and related data over the course of the program. The information generated shall be used by the County to evaluate the performance of the Automated Speed Enforcement Program and to assess the relative success in achieving the goal of improved traffic safety by modification of driver behavior.

The County requires monthly, quarterly, and yearly standardized reports. The County requires ad-hoc reporting (the ability for the County program manager to perform statistical searches and report generation remotely without action by the Offeror). The Offeror shall provide the County with self-access to generate all reports mandated by Federal and State Law, County Code, and daily reports, including: statistical analysis of violations, fines, collections and related data over the course of the program.

The reporting cycle is described below:

- The Offeror is responsible for monthly reports of the Automated Speed Enforcement Program.
- The Offeror is responsible for quarterly reports of the Automated Speed Enforcement Program;
- The Offeror is responsible for an annual report. This report shall include annual analysis of the program and an explanation of program improvements that have been planned and implemented.
- The Offeror is responsible for and shall provide to the County, all local, State, and Federal reports as specified by law.
- The Offeror is responsible for any other such report(s) and documentation requested by the County that is useful to further the mission of reducing speeding violations and reducing motor vehicle accidents.

A wide range of reports will be required from the Offeror by each camera and by each location. The following is a partial list of which data and reports are required:

- Number of possible violations recorded;
- Number of citable violations;
- Traffic volumes and violations by location;
- Number of violations not resulting in citations;
- Breakdown of violation rejection categories and amounts;

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**L. REPORTING (continued)**

- Breakdown of citations by location;
- Number of citations prepared and mailed;
- Number and dollar amounts of fines collected monthly and total to date;
- Status of citations issued (outstanding, paid, in collection status, etc.);
- Customer Service inquiries/issues handled, by telephone, e-mail, and mail, their resolution, wait time, etc.;
- Adjudication hearings scheduled and held;
- Disposition of adjudication hearings and fines assessed by the court;
- Equipment hours of service;
- Camera maintenance status and downtime with reasons;
- Registrations flagged or unflagged;
- Frequent violators report by tag (i.e., fleet or company owned vehicles.);
- Frequent violators report by owner (i.e., fleet or company owned vehicles.);
- Monthly report by location that establishes the baseline for analysis of program effectiveness, including: installation date, traffic volume, events, citations issued, etc.;
- County-wide and by location breakdown of violations by state of registration;
- County-wide and by location breakdown of traffic volume and speed of vehicles;
- Countywide and by location breakdown of violations by hour.

**M. COLLECTIONS**

The Offeror shall be responsible for processing all payments received for the County's Automated Speed Enforcement Program. As detailed below, the Offeror must have the capability to handle all payments made in person at County approved locations including the Customer Service Center, electronically paid on-line, electronically paid by phone, and mailed into an Offeror-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. The Offeror shall also be responsible for processing any payments which should be made directly to the courts but have been sent to the County and/or deposited into the County's Automated Speed Enforcement Program.

With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided shall be integrated with numerous levels of control, audit, and redundancy, which shall ensure the accurate and timely receipt, processing, and update of mail-in payments. The Offeror is responsible for payment management procedures, including but not limited to:

- Method for receipt of payments and database applications;
- Ability to apply payments by source (cash, check, money order, or credit card);
- Ability to handle electronic reimbursement;
- Verification of check amounts;
- Batch reconciliation and file update;
- Payment imaging;



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**M. COLLECTIONS (continued)**

- Bonded courier service from lockbox pickup, from the Customer Service Center, from County locations, and to financial institution;
- Accepting partial payments;
- Return of payment process (i.e., fraudulent payments, second party checks, etc.)
- Processing exception payments.

The Offeror shall be required to deposit into the County's bank account, once each 24 hours during normal banking hours, an amount equal to the gross receipts of the current day's revenue received. Payments deposited shall be applied to the Offeror's database every day and available for online review within 24 hours of deposit or update.

The Offeror is responsible for handling payments received that require additional investigation and research. These procedures include, but are not be limited to:

- Overpayments;
- Unapplied payments;
- Mistaken payments
- Returned checks.

The Offeror shall be responsible for collections strategy to maximize payment to the County in the event the initial two notices do not result in closed accounts.

The Revenue Authority will receive all outstanding violations at 180 days. All citations after 180 days should be transferred to manage collection offeror.

**N. PREVIOUS OFFERORS OUTSTANDING VIOLATIONS**

After the 6 month runout period of the prior contractor, the County/Revenue Authority will import active/current citations from the previous contractor and take over collections activity, to include: at least one notice mailing, registration hold (flagging) and release activity, customer service (both walk-in and over the phone), court processing and payment acceptance/processing. We estimate that we now have 113,000 outstanding violations. All fines collected, less convenience fees, are transmitted to the County lockbox. The Offeror will not receive direct revenue from these collections. The Offeror shall specify a one-time charge per violation, to manage the pervious contractor's outstanding violations. Provide this price in Form No. 2. After 180 days, all unflagged citations will be transferred and/or shared.

**O. CORRESPONDENCE/MAIL PROCESSING**

The Offeror shall provide adequate staffing to open, count, batch, log, review and process payment and correspondence letters mailed from citizens each business day. The County requires that all correspondence be processed by close of business, the next business day after the correspondence is received.

The County prefers in-house violation, payment, and mail processing (not subcontracted), and the use of a local mailing address. The Offeror shall indicate where and who will process payments and

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**O. CORRESPONDENCE/MAIL PROCESSING (continued)**

incoming/outgoing mail, including violations. The Offeror shall also indicate what address will be used for all correspondence.

The Offeror shall be responsible for generating out-going correspondence and providing detailed descriptions for each letter type (include sample system-generated letters with your proposal). The Offeror shall describe system for generating return correspondence to citizen inquiries and correspondence letters to be sent to citizens (include types and samples with proposal).

The Offeror shall provide a correspondence imaging system that ensures all correspondence received from citizens is electronically scanned and available for customer service staff and the County.

The Offeror shall describe the security system for its mail processing facility that shall be equipped with thorough physical security features including but not limited to alarms, cameras, pass-key door lock system, sprinkler system, etc.

**P. HEARING REQUIREMENTS**

The Offeror is responsible for scheduling court hearings and for providing the County with a turnkey adjudication processing service support. The system shall be able to track court dates, dispositions, and initiate follow-up notices as required.

The Offeror shall be responsible for preparing court packages for all scheduled hearings. Hearing evidence packages shall be submitted to the District Court one week prior to the scheduled court date. Court packages shall consist of, at a minimum:

- First digital image of the violation;
- Second digital image of the violation;
- Digital image of the license registration plate;
- Field service technician log indicating the good working order of the Automated Speed Camera System at the time of violation;
- A court disposition sheet;
- A violation summary;
- Any court correspondence for continued or reset cases;
- Any written correspondence received from the violator;
- Daily Calibrations;
- Annual calibration certificates.

The system shall be capable of scheduling hearings, issuing notices, and preparing judge's deposition sheet along with two (2) docket summaries.

The Offeror shall provide all violations, certifications, and other data required by the District Court of Maryland in a digital format. The Offeror shall supply to the County two (2) County approved lap-top computers and hardware and software needed (including a wireless modem) to download wirelessly all violation documents, photos, data and certifications necessary for court proceedings without the need to bring paper documents to court.

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**P. HEARING REQUIREMENTS (continued)**

The County shall testify at all hearings required by the Maryland Courts. If necessary, the Offeror shall provide, at its own expense, any witnesses to testify as to the accuracy, operations and reliability of the speed camera and related equipment, to the specifics of contested complaints. Additionally, other materials may be developed to present relevant information about the program to the court or the citizens who request a hearing. At the request of the County, the Offeror's representative shall assist with court proceedings and testimony.

**Q. AUTHORIZED CAMERA and DATABASE ACCESS**

The Offeror shall be responsible for programming camera and database access platforms for use by County selected law enforcement investigators. This includes 24/7 search of violator database by location, name, and/or license plate.

**R. CUSTOMER SERVICE**

The Offeror shall establish a Customer Service Center centrally located within Prince George's County to provide all of the customer services required in this RFP. Customer Service requirements include but are not limited to the following:

- A Customer Service Center location and facility approved by the County, centrally located and opened to clients from 8:00 AM through 5:00 PM, Monday through Friday. The Center may be closed on County holidays and for County weather emergencies. During the hours of operation, there shall be live customer service staff available to process payments, arrange requests for court, release flags, and answer questions and inquiries. Customers who walk into the center shall be able to view violation images. Each customer shall be assisted within ten (10) minutes;
- A 24 hour Web-based automated payment shall be established. This program shall allow clients to go on-line to view their violation, make payments, and receive program information;
- A telephone Customer Service System that will allow customers to obtain up-to-date citation information and make payments via-telephone from 8:00 AM through 5:00 PM, Monday through Friday. The customer's call shall be answered and handled within ten (10) minutes;
- All customer visits, calls, and correspondence shall be logged and tracked within the citation management system.

The Customer Service Center, Web-based payment system and telephone system, shall conform to all local, State, and Federal law requirements and the American Disabilities Act ("ADA") requirements, to include TTY for the hearing impaired.

The Customer Service Center, Web-based payment system and telephone system, shall continue operation for as long as the contract for the Automated Speed Enforcement System is active. The Customer Service Center will remain operational for the first ninety (90) days of the run out period. The Web-based payment system and telephone payment system, shall continue operation for the entire run out period.

The Offeror and its designee shall make every effort to work with the County in resolving citizen inquiries or complaints made concerning the Automated Speed Enforcement Program, at a minimum between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The Offeror shall establish clear written protocols to be approved by the County for handling citizen complaints.

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**R. CUSTOMER SERVICE (continued)**

The Offeror shall have demonstrated experience in establishing, staffing, and operating a customer service operation with trained Customer Service Representatives to handle the call volumes and citizen questions about the program or a particular traffic citation. The Offeror shall describe its customer service experience in similarly sized jurisdictions. The ability to provide Automated Call Handling and Interactive Voice Response technology is preferred for enhanced customer service.

**S. TRAINING**

The Offeror shall be responsible for training the County in the use of the Automated Speed Enforcement Program. This training shall include but not be limited to Train the Trainer instruction on the camera use, calibration, downloading and uploading of data/images, and the on-line system (back-office). Training shall be held at a County designated facility. The Offeror shall provide to each trainee all training materials including system user manuals. The Offeror shall provide the system /program training manual in an electronic format to the County, including a quick access guide for up to 10 workstations. The Offeror shall also be responsible for providing additional training of all County users. The Offeror shall issue certificates to each employee who completes training and retraining.

**T. PUBLIC INFORMATION AND EDUCATION**

The Offeror shall participate in the County's Automated Speed Enforcement Program and traffic safety awareness campaigns. The campaigns shall include diagrams, graphics, sample images, and relevant links. In addition, the Offeror shall be required to attend public meetings and assist the County in demonstrating the Automated Speed Camera System equipment and program.

**U. WEBSITE**

The Offeror shall assist the County with the development of program information for the County's website. The information shall include diagrams, graphics, sample images, and relevant links.

**V. PUBLIC SAFETY INSERTS**

The Offeror shall be tasked with distributing public awareness information through the use of inserts mailed (up to one page, in color, back and front) with the citations. It is anticipated that public safety announcements will be sent out on a bi-annual basis. This public information may include further explanations on the Automated Speed Enforcement Program, crime awareness information, or other public safety announcements. The County will assist with the development of the information and shall approve any proposed inserts. The printing and mailing of the notices shall be the responsibility of the Offeror.

**W. LIQUIDATED DAMAGES**

In order for this program to be effective, the continuous operation of the cameras is essential. Therefore, for each camera that is not operational after three (3) continuous days, the Offeror shall pay the County liquidated damages in the amount of \$100 per hour, based on the number of hours the camera is unable to record violations. These liquidated damages shall continue until the camera is operational and delivers violations again in a proper manner. This liquidated damage provision shall be imposed separately for each camera that is not operational.

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**W. LIQUIDATED DAMAGES (continued)**

The Automated Speed Enforcement Program shall maintain 95% operational uptime per month. In circumstances which the Automated Speed Enforcement Program System suffers substantial interruption affecting this minimum uptime, the Offeror shall pay the County liquidated damages in the amount of \$100 per hour or a maximum of \$1,000 per day. Liquid damages shall be assessed monthly. Scheduled maintenance shall not affect this defined uptime if the County is informed at least four (4) hours in advance and maintenance is completed in four (4) hours.

The amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and such amounts are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss. The parties expressly acknowledge that the amounts of liquidated damages established are based on the parties best estimate of the actual damages and expenses the County will incur.

**X. RUNOUT PROCESS AND TRANSITION PROCEDURE.**

Within thirty (30) days after termination or expiration of this Contract, the Offeror shall remove all fixed and portable units and associated infrastructure items and restore the property to reasonable pre-installation conditions, including complying with any state or local requirements, electrical, and construction codes.

The parties agree that there shall be a seamless and smooth transition during any termination or contract expiration. The Offeror understands the need for the County to reconcile any outstanding balances and accounts. The Offeror shall use all reasonable efforts to minimize any disruption or confusion during this runout transition period. The Offeror shall be cooperative with the County and any County designated offeror during this transition.

The parties agree that there shall be a six (6) month runout period after the expiration or termination of this Contract (the "Runout Period"). During the Runout Period, the Offeror shall continue to provide the County with any necessary invoices and supporting documentation to substantiate any and all payment of fees stated under this Contract. Beginning on the first day of the Runout Period, the Offeror shall cease operation of all cameras and continue processing of violations captured prior to the expiration or termination of this Contract. During the Runout Period, the Offeror also shall continue to provide the noticing, customer service, flagging and unflagging of vehicles, payment processing, including lockbox, and court preparation services required under the Contract, provided, however that Offeror shall not be required to: 1) maintain operation of its County walk-in center after the first ninety (90) days of the Runout Period; or 2) continue with noticing or delinquent collections services for the last thirty (30) days of the Runout Period. On the last day of the Runout Period (the "Runout End Date"), the Offeror shall cease all collection activities related to this Contract and at the County's request, the Offeror shall arrange for any/all outstanding Motor Vehicle Administrative Flags or registration holds to be released. The Offeror shall be entitled to payment for services during the Runout Period. The Offeror shall not be entitled to any payment after the Runout End Date. The Web-based payment system and telephone payment system, shall continue operation for the entire Runout period.

Within ten (10) business days after the Runout end date, the Offeror shall transmit to the County, all records of unpaid citations in an electronic database format, which the County determines is appropriate, including a listing of all such citations by citation number, violation photos and any data necessary for court and collections. The County shall own and have the exclusive right to collect on all such unpaid citations after the Runout end date.

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**Y. AUTHORITY OF THE COUNTY TO AUDIT AND INSPECT (continued)**

Pursuant to Section 10A-123 (b) of the County Code, the County shall be entitled to audit the books and records of a Contractor or any subcontractor under any contract or subcontract entered under this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract. Access to such material shall be limited in scope and availability only as necessary to verify the accuracy of invoices and shall not include access to any proprietary and internal cost and pricing data. The County agrees to maintain the confidentiality of such materials, subject to the requirements of applicable law.

The County will provide the Contractor at least one business days' notice prior to inspection. All customer service center locations, accounts, transactions, process and practices (at the customer service center) shall be audited and inspected without notice.

**Z. USE OF THE LATEST TECHNOLOGY FOR CAMERAS, EQUIPMENT, HARDWARE, SOFTWARE AND SYSTEM ARCHITECTURE**

The Offeror shall install and provide the County with the latest technology available for this RFP. This includes but is not limited to the Offeror's most up-to-date cameras, equipment, software, system architecture, wireless technology, tracking radar, pan-tilt-zoom for still and video camera technology with the maximum storage and photo/video quality, in accordance with industry standards or above. The system shall be deployed in a wireless non-invasive fashion whenever possible. The County and the Offeror recognize that the technology specified in this RFP may be upgraded since the proposal has been submitted and the Offeror agrees to provide the most up-to-date technology possible.

The Offeror shall maintain, service and repair for all installed equipment in accordance with the Scope of Work and the Offeror shall advise the County of new equipment or information processing technology developments, including potentially new software and hardware developments, and make recommendations to the County for installation of such improved technology as Offeror deems would improve Offeror's performance in accordance with the Scope of Work in the RFP. Offeror shall provide camera firmware upgrades/updates at no additional cost to the County. Refurbished cameras are acceptable as well as hardware and software. In addition, all cameras must have the County insignia prominently displayed.

**AA. ANNUAL CALIBRATION CHECK PERFORMED BY AN INDEPENDENT CALIBRATION LABORATORY**

As required by Maryland State Law, House Bill 929 and Senate Bill 350, adopted in May of 2014, a speed monitoring system shall undergo an annual calibration check performed by an independent calibration laboratory that is selected by the local jurisdiction and unaffiliated with the manufacturer of the speed monitoring system. Therefore, the County will be contracting separately with an independent contractor to test all speed monitoring system equipment for annual accuracy and certification.

The Offeror agrees to cooperate with the County and the County's Agent for this annual calibration check, including providing a thirty (30) days' written notice of scheduled calibration expiration dates, and allowing

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**AA. ANNUAL CALIBRATION CHECK PERFORMED BY AN INDEPENDENT CALIBRATION  
LABORATORY (continued)**

the County and the County's Agent access to the Offeror's facilities and provide on-site assistance to facilitate the calibration tests as required. This annual calibration test is also required for new issue equipment.

**BB. REVENUE AND INVOICE PROCEDURES**

The Offeror will be required to deposit all fines and fees received by this program into a designated County bank account by the end of the next business day after the funds are received. The Offeror will invoice the County monthly for payment due per the schedule in Form No. 2 of this RFP. Included in this invoice to the County is any convenience fee or other customer fees (credit card, bad check and etc.) received by the Offeror.

**3.4 COUNTY RESPONSIBILITIES**

3.4.1 The administration and management of the contract will be under the auspices of the Police Department, who may designate a representative to serve as the Contract Administrator and have the responsibility for the activities performed by the Contractor. The duties of the Contract Administrator may include but not be limited to the following:

- a. Documenting the Contractor's performance of the contract, ensuring quality control of all deliverables, and forwarding copies of all performance-related documents to the Contract Administration and Procurement Division; and
- b. Ensuring prompt approval and payment of invoices as required by law.

**3.5 INSURANCE REQUIREMENTS**

The Contractor shall save and hold 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. The Contractor shall provide the County with evidence of its Contractor's commercial insurance coverage's for the following exposures:

**WORKERS' 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."

**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

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**3.5 INSURANCE REQUIREMENTS (continued)**

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/\$3,000,000<br>per occurrence/ aggregate                 |
| PREMISES MEDICAL PAYMENTS                   | \$5,000  |
| FIRE LEGAL LIABILITY                        | \$1,000,000  |
| PERSONAL INJURY/ADVERTISING                 | \$1,000,000<br>or combined single limit<br>not less than \$2,000,000 |

**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 | \$1,000,000 Combined<br>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.**

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

**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 \$1,000,000 per claim.

**CRIME/FIDELITY INSURANCE:** The Contractor shall maintain a standard crime policy with limits of liability covering losses of Contractor and County money or property caused by dishonesty of employees, loss of money or securities while being conveyed by messenger outside the premises. The policy should also include loss caused by forgery of outgoing monies, but not limited to cash, securities or other forms of negotiable instruments, for loss caused by burglary, theft, robbery, and mysterious disappearance. The indemnity provisions under such policy should have the following limits:

|                             |             |
|-----------------------------|-------------|
| Blanket Employee Dishonesty | \$1,000,000 |
| Forgery and Alterations     | \$150,000   |



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**3.5 INSURANCE REQUIREMENTS (continued)**

|                                      |           |
|--------------------------------------|-----------|
| Theft, Disappearance and Destruction | \$150,000 |
| Computer Fraud w/ Wire Transfer      | \$150,000 |

**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 insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 calendar days prior to cancellation or material change of any such coverage. The 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 shall 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 calendar days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy.
2. The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number.
3. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
4. 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 liability for damage and accidents.
5. 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.
6. 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
7. Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under the contract.
8. 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.

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**SPECIAL PROVISIONS FOR INSURANCE: (continued)**

9. In the event the required certificates of insurance as specified herein are not furnished within ten business days prior to the execution of the contract, the Contractor shall not be permitted to commence the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.

The certificate of insurance should be sent to:  
Prince George's County, Maryland  
Contract Administration and Procurement Division  
Office of Central Services  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774

**3.6 EXCEPTIONS**

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Agreement. Exceptions may be considered only if they are submitted in the technical proposal submittal.

**3.7 AUDITS BY THE COUNTY**

- 3.7.1 The Contractor agrees that the County or any of its duly authorized representatives shall, until expiration of three years after the final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions under the Agreement.
- 3.7.2 The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions under the subcontract.
- 3.7.3 The Contractor and its subcontractors shall retain and maintain all records and documents relating to this Agreement for at least three (3) years and shall make them available for inspection and audit by authorized representatives of the County or designee at all reasonable times.

**3.8 END OF CONTRACT TRANSITION**

The Contractor shall cooperate in the orderly transition of services from it to a subsequent Contractor upon receipt of a Notice of Transition from the County. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the County in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Transition issued by the County.

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**3.9     SECURITY REQUIREMENTS**

3.9.1   Employee Identification

- (a) Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badge at all times while on County premises. Upon request of authorized County personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with the County site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance and wearing the badge in a visible location at all times.

3.9.2   Information Technology

- (a) Contractors shall comply with and adhere to the County's IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.
- (b) The Contractor shall not connect any of its own equipment to a County LAN/WAN without prior written approval by the County. The Contractor shall complete any necessary paperwork as directed and coordinated with the County to obtain approval by the County to connect Contractor-owned equipment to a County LAN/WAN.

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**SECTION IV: PROPOSAL SUBMITTALS**

**4.1     TECHNICAL PROPOSAL FORMAT OUTLINE**

Each technical proposal shall have the following sections prominently displayed:

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Statement of Qualifications
5. Proposal Responses
6. Supplier Participation Plan
7. Exceptions or Restrictions
8. References
9. Audited Annual Financial Report
10. Affidavits, Addendums, Certifications and Affirmations

**4.2     FORMAT DESCRIPTION**

Each proposal shall conform to the following order and format.

- 4.2.1 Title Page: Each proposal shall begin with a Title Page. It shall display the words Automated Speed Enforcement Program, Request for Proposal No. S18-010. It shall also have the name of the company, contact name, title, business address and telephone number of the person authorized to obligate the company.
- 4.2.2 Transmittal Letter: The 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. 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.
- 4.2.3 Table of Contents: The proposal shall contain a "TABLE OF CONTENTS" with page numbers indicated.
- 4.2.4 Section I - Statement of Qualifications: The Offeror shall provide a detailed description of its qualifications to deliver the services described in Section III of this RFP, including how the Offeror meets the minimum qualifications of this RFP.
- 4.2.5 Section II - Proposal: The Offeror shall present its proposal responses in the order as listed below on single spaced typed pages and shall provide a discussion/explanation of how they will meet each of the requirements set forth in Section III.

The following information shall be furnished in the Technical response portion of the Proposal. Failure to include all of the information as requested in **Section III of the RFP** and in the order as listed below may result in the Offeror being considered non-responsive.

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**4.2 FORMAT DESCRIPTION (continued)**

**4.2.5.1 Technical Response:**

- A. General Requirements: The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the Offeror seeking to undertake the Automated Speed Enforcement Program of the County in conformity to the requirements of the RFP. The technical proposal shall address all points outlined in the RFP, excluding any cost information, which should only be included in the sealed cost proposals.
- B. Prior to opening the Technical Response submittals, the County will assign numerical weights (points) to each of the Evaluation Criteria requirements. The numerical weights (points) will be assigned to assist the Proposal Analysis Group in determining the acceptability of each Offeror.
- C. The following information shall be furnished in the Technical Response portion of the Proposal. Failure to include any of the information requested below in the Offeror's Technical Response may result in the Offeror being considered non-responsive. The Offeror is to complete its Technical Response in the same order as the criteria listed below;

**1. Technical Approach**

- a. The Offeror shall describe how the proposal reflects a complete understanding of the needs of the County in regards to the Automated Speed Enforcement Program. The Offeror shall describe precisely how the proposal demonstrates the ability to deliver the full, turnkey system, as required by the RFP. The Offeror shall describe precisely how the proposal reflects innovation and efficiency offered by the Offeror through alternative solutions or innovations.
- b. The Offeror shall describe how the proposal demonstrates its ability to provide the proper equipment, including: Portable Cameras, Handheld Cameras, Replica Cameras, Fixed Cameras, hardware, software, and communications, to meet the unique needs of the County.
- c. The Offeror shall describe, and provide examples where applicable, how the proposal meets the RFP's solution and installation plan, including but not limited to:
- Quality and accuracy of camera systems, detection methods, images and image cropping;
  - Quality and accuracy of violation processing and review including County review and rejection codes;
  - Quality and accuracy of all printed violations, and other mailings including authorized signature of County reviewer/approver;
  - Site selection methodology;
  - Mandated reporting for internal and external use;
  - Ability to obtain/utilize MVA and other external data;
  - Demonstrated camera system success in other jurisdictions;
  - Redundancy, back-up, and recovery plan.

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**4.2     FORMAT DESCRIPTION: (continued)**

- Security, including physical and cyber inscription security, for system and user data.
- d. The Offeror shall include a detailed description on how they shall accomplish the determination of the owner of the registration plates. The Offeror shall specify safeguards for ensuring accuracy of the information and how changes of address shall be handled. The Offeror shall describe similar jurisdictions where proposed registered owner information acquisition solution has proven successful. The Offeror shall detail the number of registered owner requests performed annually for each referenced project and detail the registered owner success (hit) rate for each references project.
- e. The Offeror shall describe its plan for processing all payments received for the County's Automated Speed Enforcement Program. As detailed below, the Offeror shall describe the capability to handle all payments made in person at County approved locations including the Customer Service Center, electronically paid on-line, electronically paid by phone, and mailed into an Offeror-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. The Offeror shall describe its processing for any payments which should be made directly to the courts but have been sent to the County and/or deposited into the County's Automated Speed Enforcement Program.
- f. The Offeror shall describe its procedures for processing payments. Such procedures shall include:
  - Method for receipt of payments and database applications;
  - Ability to apply payments by source (cash, check, money order, or credit card);
  - Ability to handle electronic reimbursement;
  - Verification of check amounts;
  - Batch reconciliation and file update;
  - Payment imaging;
  - Bonded courier service from lockbox pickup, from Customer Service Center, from County locations, and to financial institution;
  - Accepting partial payments;
  - Return of payment process (i.e., fraudulent payments, second party checks, etc.);
  - Processing exception payments.
- g. The Offeror shall describe its compliance with requirements to make deposits into the County's bank account, once each 24 hours during normal banking hours, and an amount equal to the gross receipts of the current day's revenue received. The Offeror shall describe its procedures for handling payments received that require additional investigation and research. These procedures should include, but are not be limited to:
  - Overpayments;
  - Unapplied payments;
  - Returned checks.
- h. The Offeror shall describe its collections strategy to maximize payment to the County in the event the initial two notices do not result in closed accounts. Offeror shall

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**4.2     FORMAT DESCRIPTION: (continued)**

provide examples of other jurisdictions where similar collections strategies have been implemented and detail the collection rates and results for such efforts.

- i. The Offeror shall describe violator nonpayment situations resulting in registration non-renewal (flagging and unflagging) with the Maryland Motor Vehicle Administration (MVA). The Offeror shall describe flagging and unflagging procedures and technology for requests to be sent to MVA. The Offeror shall provide an example of a notice to be mailed (flagging notice) to the violator when MVA is notified of a flag.
- j. The Offeror shall describe and provide examples of its reporting mandated by Federal and State Law and County Code. In addition the Offeror shall describe and provide examples of a monthly report including statistical analysis of violations, fines, collections and related data to be produced over the course of the program.
- k. The Offeror shall describe the program management software, its capabilities, the proposed database and reporting system that allows statistical analysis of violations and related data over time.
- l. The Offeror shall describe and provide examples of its reporting for monthly, quarterly, and annual standardized reports. The County requires ad-hoc reporting (the ability for the County Program Manager to perform statistical searches and report generation remotely without action by the Offeror). The Offeror shall indicate what types of data and reports are available from Offeror's management software. Please provide sample reports with your proposal including the following partial list of which data and reports will be required;
  - Number of possible violations recorded;
  - Number of citable violations;
  - Traffic volumes and violations by location;
  - Number of violations not resulting in citations;
  - Breakdown of violation rejection categories and amounts;
  - Breakdown of citations by location;
  - Number of citations prepared and mailed;
  - Number and dollar amounts of violations mailed, collected, and outstanding, monthly and total to date;
  - Status of citations issued (outstanding, paid, in collection status, etc.);
  - Customer Service inquiries/issues handled, by telephone, e-mail, and mail, their resolution, wait time, etc.;
  - Adjudication hearings scheduled and held;
  - Disposition of adjudication hearings and fines assessed by the court;
  - Equipment hours of service;
  - Camera maintenance status and downtime with reasons;
  - Registrations flagged and unflagged;
  - Frequent violators report by tag (i.e., fleet or company owned vehicles.);
  - Frequent violators report by owner (i.e., fleet or company owned vehicles.);
  - Monthly report by location that establishes the baseline for analysis of program

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**4.2     FORMAT DESCRIPTION: (continued)**

- effectiveness, including: installation date, traffic volume, events, citations issued, etc.;
  - County-wide and by location breakdown of violations by state of registration;
  - County-wide and by location breakdown of traffic volume and speed of vehicles;
  - Countywide and by location breakdown of violations by hour.
- m. The Offeror shall describe its proposed Customer Service requirements and Customer Service Center responsibilities, including but not limited to the following;
- A Customer Service Center facility and staff provided by the Offeror with the location and facility approved by the County, centrally located and opened to clients from 8:00 AM through 5:00 PM, Monday through Friday. The Center may be closed on County holidays and for County weather emergencies. During the hours of operation, there shall be live customer service staff able to process payments, arrange requests for court, release flags, and answer questions and inquiries;
  - A 24 hour Web-based automated payment shall be established. This program shall allow clients to go on-line to view their violation, make payments, and receive program information;
  - A telephone Customer Service System that will allow customers to obtain up-
  - To-date citation information and make payments via-telephone from 8:00 AM through 5:00 PM, Monday through Friday. The customer's call shall be answered and handled within ten (10) minutes;
  - All customer visits, calls, Web Service, and correspondence shall be logged and tracked within the citation management system.
  - The Customer Service Center, Web-based payment system and telephone system, shall conform to all local, State, and Federal law requirements and the American with Disabilities Act ("ADA") requirements, to include TTY for the hearing impaired.
  - The Offeror shall make every effort to work with the County in resolving citizen inquiries or complaints made concerning the Automated Speed Enforcement Program at a minimum between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
  - The Offeror shall establish clear written protocols to be approved by the County for handling citizen complaints.
  - The Offeror shall demonstrate its experience in establishing, staffing, and operating a customer service operation with trained Customer Service Representatives to handle the call volumes and citizen questions about the program or a particular traffic citation.
  - The Offeror shall describe its customer service experience in similarly sized jurisdictions. The ability to provide Automated Call Handling and Interactive Voice Response Technology is preferred for enhanced customer service.



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**4.2 FORMAT DESCRIPTION: (continued)**

- n. The Offeror shall describe its maintenance plan in detail, including all available resources and systems for performing scheduled maintenance and tracking issues.

This includes all maintenance, service and repairs of any and all components and processes of the Automated Speed Camera System to include:

- Guaranteed total replacement of any destroyed or unrepairable (for any reason) deployed camera within three (3) business days of notification by the County.
  - Guaranteed repair of any inoperable (for any reason) deployed camera within one (1) business day of notification by the County.
  - Daily maintenance and support of operations along with a log including camera relocation, preventative maintenance, daily calibration and other calibration tests.
  - Monthly reports to include: all maintenance performed, all system errors identified, total non-operational time for each camera and site, and any hardware, software or system security violations.
- o. The Offeror shall provide a tracking system for monitoring and reviewing the status of technical issues identified by the County's authorized representative.
- The Offeror shall describe its proposed systems for issue tracking, internal self-check capabilities, its ability to shut down or recover due to errors, and how often camera systems will be visited or exchanged for preventive maintenance.
- p. The Offeror shall describe its ability to provide read only access of data, for use of County law enforcement investigators. This includes; 24/7 search of violator database by location, name, and/or license plate, to locate a crime vehicle or missing/wanted person.
- q. The Offeror shall provide examples of Automated Speed Enforcement Program public safety awareness campaigns it has participated in, including; media campaigns, diagrams, graphics, sample images, and relevant links. In addition, describe any public hearings the Offeror has participated in, to demonstrate the Automated Speed Camera System equipment and program.

**2. Qualifications, Experience and Past Performance**

- a. The Offeror shall describe their company's organization, including financial stability and overall strength. The Offeror shall indicate whether the financing required to implement the County's program is already in place or will need to be obtained through third party agreements. Offeror must also provide the full name and address of the proposing firm.
- b. The Offeror shall demonstrate sufficient experience in providing large scale and full service systems and services to jurisdictions of similar size and scope to Prince George's County within the past five (5) years.

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**4.2 FORMAT DESCRIPTION: (continued)**

- c. The Offeror shall provide a minimum of three (3) references for programs similar in size and scope to this RFP.

Provide a minimum of three (3) references for programs similar in size and scope to this RFP with the contact details of at least three (3) different references at each similar program. Also, for these referenced programs, please provide the statistical data report from each program, showing the degree to which the Offeror has sufficient experience in providing similar large scale and full service systems and services to jurisdictions of similar size and scope to Prince George's County, within the past five (5) years, Including:

- Number of installed and operational cameras;
  - Traffic volume;
  - Number of events photographed;
  - Number of uncontrollable rejections, those outside the Offeror's control (missing plate, obstructed plate, paper/dealer plate, funeral procession, emergency vehicle or officer controlled, no MVA record found);
  - Number of controlled rejections (such as, but not limited to false camera trigger events, improperly lit or dark images, unreadable/unfocused/washed out plates, vehicles out of position in first or second image, images with unmatched or missing violation data, improper red light);
  - Number of citations approved by the jurisdiction and mailed;
  - Number of those citations contested;
  - The scope of work performed (such as site analysis, construction, maintenance, field service, event review, owner name and address acquisition, notice and correspondence mailing, payment processing/lockbox management, reporting customer service adjudication services, training, and public awareness programs).
  - Core violation processing system capabilities and ease of use;
  - Public information and education strategy;
  - Customer services operations;
  - Reporting capabilities;
  - Court hearings requirements;
  - Payment and mail processing options;
  - Quality assurance methodology;
  - Training, documentation, and technical support;
  - Proposed performance levels;
  - Experienced staff and key personnel to maintain the operations;
  - Registered owner information acquisition process.
- d. Describe the Offeror's history in the industry using digital technology.
- Describe how the Offeror's experience will benefit the County in terms of program success, risk mitigation, and fiscal responsibility;
  - Discuss any other Offeror experience that may be relevant to the success of the County's Automated Speed Enforcement Program.
  - Describe if the Offeror has been in any litigations in the last three years regarding the Automated Speed Enforcement Program.

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**4.2 FORMAT DESCRIPTION: (continued)**

3. Implementation Plan/Project Approach

The Offeror shall describe its strategies, methods, and actions, to demonstrate the Offeror's abilities to meet the project implementation schedules, program goals, uptime, and the Offeror's plans to respond to the customer services requirements of this RFP. The Offeror shall propose a timeline for implementing the system, including installation to full operation and maintenance of the camera system. Please provide a milestone project schedule for system design, construction, camera installation, training, implementation, and maintenance. Describe the extent of the County's staff involvement in the project, including key decision points at each stage.

4. Project Management

The Offeror shall explain how it will supply the required experienced staff, resources, and technical expertise to provide for the program. The County would like to see key personnel for the project with appropriate titles as well as the relevant support staff from headquarters. The Offeror shall demonstrate the technical expertise of proposed staff in designing, implementing, and operating photo enforcement and violation processing programs with the full range of ancillary support services. The Offeror shall describe the Offeror's project management approach and how it will ensure a successful project for the County. Offeror will describe its project organization for both startup and ongoing operations. The Offeror must include all positions in the organization including number of staff and their office location.

The Offeror shall provide a local Project Manager for the project as the single point of contact for the County. The Offeror shall present the skills and qualifications of the proposed Project Manager and the project management team. **NOTE:** By submitting the names of manager and the management team, the Offeror is committing these persons to the County for the contract duration if awarded the project. No changes to these personnel will be permitted without written authorization from the County.

The Offeror shall provide the name, address, and telephone number of all subcontractors, if any, proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each subcontractor.

4.2.6 Section III Supplier Participation: Describe how the Offeror will achieve 40% County-based small business (CBSB) minimum participation requirements of this RFP utilizing the Supplier Utilization Plans (see Forms 1 and 3). For each certified entity, a copy of the current Prince George's County Certification Letter shall be included.

4.2.7 Section IV Exceptions or Restrictions: Should the Offeror take exceptions to any provision or requirement of this RFP, it must be indicated in this section.

4.2.8 Section V - References: List the names of at least three clients for whom the Offeror have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided to include number of cameras.

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**4.2 FORMAT DESCRIPTION: (continued)**

4.2.9 Section VI - Audited Annual Financial Report: The Offeror shall provide its most recent audited annual financial report.

4.2.10 Section VII - Affidavits, Certifications and Affirmation: The Offeror shall submit with the proposal the certifications, affirmations and appendices attached to this RFP as "Required Forms". These forms shall be completed and submitted with proposals by all Offerors.

**4.3 COST PROPOSAL**

The Cost Proposal is to be clearly marked and submitted in an envelope separate from the Technical Proposal. The Cost Proposal shall include all costs and fees associated with the services detailed in this RFP for the initial contract period and any subsequent extensions. Specifically, Tapping into any existing infrastructure and utility will require the permission of the infrastructure owner and permit approval by the appropriate utility. This will be evaluated on a case by case basis.

The Cost Proposal shall also include a Supplier Utilization Plan (Form No. 3), stating the name of each subcontractor, Office of Central Services Supplier Development and Diversity Division ("SDDD") certifications (if any), type of services and the dollar amount to be subcontracted.

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**SECTION V: EVALUATION AND SELECTION PROCESS**

**5.1     SELECTION PROCESS**

A Contract will be awarded to the firm whose Technical Proposal will provide the “Best Value” to the County’s requirements at the time of award and whose fee structure is in the best interest of the County.

**5.2     EVALUATIONS AND SELECTION COMMITTEE**

An Evaluation and Selection Committee, referred to as the Proposal Analysis Group (“PAG”) will evaluate all proposals received by the closing deadline. The PAG may request additional technical assistance from any source.

**5.3     QUALIFYING PROPOSALS**

The PAG will 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. 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 result in disqualification of an Offeror’s proposal.

**5.5     TECHNICAL EVALUATION CRITERIA**

Each Proposal will be evaluated based on the completeness and thoroughness of the Offeror’s submittal in response to the technical criteria directives as listed in this section. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. The evaluation criteria for this RFP are listed below in the order of importance:

Technical Approach  
Qualifications/Experience and Past Performance  
Implementation Plan  
Project Management

Technical merit will be given greater consideration than cost.

**5.6     SUPPLIER PARTICIPATION AND PREFERENCE POINTS**

**5.6.1   County-Based Small Business, County-Based Business and County-Located Business Preference Percentage Points.** The following preference points system will be applied in evaluating responses to this RFP when an Offeror that is certified by SDDD (or that meets the applicable certification criteria) in one of the following preference categories proposes to perform **40%** of the work:

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**5.6 SUPPLIER PARTICIPATION AND PREFERENCE POINTS(continued)**

5.6.1

| Preference Category         | Percentage Points |
|-----------------------------|-------------------|
| County-Based Small Business | 15%               |
| County-Based Business       | 10%               |
| County-Located Business     | 7%                |

For proposals that are not made entirely by an entity identified in one of the preference categories above, the following percentage points will be applied:

- A proposal preference at an increasing rate of one and a half percent (1.5%) for every ten percent (10%) increment of certified County-based small business participation
- A proposal preference at an increasing rate of one percent (1%) for every ten percent (10%) increment of certified County-based business participation.
- A proposal preference at an increasing rate of seven tenths of one percent (0.7%) for every ten percent (10%) increment of certified County-located business participation.

5.6.2 **Minority Business Enterprises Preference Percentage Points:** It is also the policy of the County that Minority Business Enterprises (MBEs), as defined in Section 10A-101(a)(27) of Prince George's County Code, will have the maximum opportunity to participate as contractors or subcontractors in the provision of goods and services. The following preference points system is designed to meet the foregoing policy and law:

- 5 percentage points where MBE Participation is between 30% and 39%
- 8 percentage points where MBE Participation is between 40% and 49%
- 10 percentage points where MBE Participation is 50% or above.

Proposals are entitled to receive the greater of the preference percentage points or participation percentage points allowed under either Section 5.6.1 or 5.6.2 above.

5.6.3 **Documentation of Supplier Participation:** Offeror shall document Supplier Participation by completing the Supplier Utilization Forms (Form Nos. 1 and 3). For the entire duration of the Contract, the Contractor shall maintain no less than the participation percentages of Certified CBSB and/or MBE set forth in the Supplier Utilization Plan submitted with the Contractor's Proposal as approved.

**5.7 COST PROPOSALS**

Cost Proposals must be submitted in a separately sealed envelope. Upon completion of the Technical Proposal evaluation, the Committee shall conduct its evaluation of the Cost proposals. The Cost Proposals shall contain complete cost information, including the Supplier Utilization Plan.

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**5.8 FINAL RANKING AND SELECTION**

The evaluation criteria contained herein shall be scored by the Proposal Analysis Group based upon the stated weight factors for each category. The Proposal Analysis Group will make a recommendation to the Purchasing Agent for award of the Contract to the most responsive/responsible Offeror whose proposal is determined to be the "Best Value" and most advantageous to the County, considering technical and cost factors set forth in this RFP.

Based on the PAG's initial evaluation of the proposals, the County may invite, without cost to itself, finalists to make oral presentations 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 an award shall be offered the opportunity to participate in this process.

**5.9 PROPOSALS PROPERTY OF THE COUNTY**

All proposals submitted in response to this Request for Proposals becomes 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.

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**SECTION VI**

**REQUIRED FORMS**



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**FORM NO. 1**

**SUPPLIER UTILIZATION PLAN FOR PERCENTAGE TECHNICAL PROPOSAL**

**PART 1**

**INSTRUCTIONS: SUBMIT ONE FORM FOR OFFEROR**

Offeror Entity Name: \_\_\_\_\_

Offeror's Authorized Person's Name: \_\_\_\_\_

Offeror's Authorized Person's Title: \_\_\_\_\_

Total Percentage of CBSB Participation: \_\_\_\_\_% Total Percentage of MBE Participation: \_\_\_\_\_%

**Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ MDOT Certified Minority Business Enterprise (MMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) ♦ Automatic Certified County-Based Minority Business Enterprise (ACBMBE) ♦ Automatic Certified County-Based Small Businesses (ACBSB) See Appendix H for Definitions of Certified Businesses.**

| PERCENTAGE OF WORK TO BE PERFORMED BY OFFEROR |                                |  |   |
|---|--------------------------------|--|---|
| Offeror (Prime Contractor) Name               | Certification Type<br>(if any) | Certification<br>Number<br>(if applicable) | % of Work to be Performed by<br>Offeror as Prime Contractor |
|   |                                |  |   |

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**FORM NO. 1 (continued)**

**SUPPLIER UTILIZATION PLAN FOR PERCENTAGE TECHNICAL PROPOSAL**

**PART 2**

**INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN OFFEROR THAT WILL PERFORM  
WORK UNDER THIS CONTRACT, INCLUDING LOWER TIER SUBCONTRACTORS**

| <b>Subcontractor Name</b> | <b>Certification<br/>Type (if any)</b> | <b>Certification<br/>Number (if<br/>applicable)</b> | <b>Subcontractor's<br/>% of Work</b> | <b>Description of Work</b> |
|---------------------------|--|---|--------------------------------------|----------------------------|
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |
|                           |  |   |                                      |                            |

**LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL.**

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**FORM NO. 1 (continued)**

**SUPPLIER UTILIZATION PLAN FOR PERCENTAGE TECHNICAL PROPOSAL**

**PART 3**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS  
LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN**

We certify that in the event \_\_\_\_\_ (“Offeror”) is awarded a  
(Insert Offeror’s Name)

contract under RFP No. \_\_\_\_\_ for \_\_\_\_\_,

Offeror and \_\_\_\_\_ (“CBSB Subcontractor”) intend to enter  
(Insert CBSB Subcontractor Name)

into a contract by which CBSB Subcontractor will perform the work identified in Part 2 of this

Supplier Utilization Plan with respect to its identification of CBSB Subcontractor.

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the Paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

**OFFEROR SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CBSB SUBCONTRACTOR  
SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY GOVERNMENT  
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**FORM NO. 1 (continued)**

**SUPPLIER UTILIZATION PLAN FOR PERCENTAGE TECHNICAL PROPOSAL  
PART 4**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER'S COUNTY-BASED SMALL BUSINESS SUBCONTRACTORS  
THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT COUNTY BASED  
SMALL BUSINESSES**

We certify that in the event \_\_\_\_\_ ("Offeror") is awarded a contract under RFP No. \_\_\_\_\_ for  
\_\_\_\_\_, Offeror's CBSB Subcontractor \_\_\_\_\_ ("CBSB Subcontractor")  
intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

| Non-CBSB Entity Name   | Description of Work | % of Work |
|--|---------------------|-----------|
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
|  |                     | %         |
| Total Percentage of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities: _____ % |                     |           |

**LIST ADDITIONAL NON-CBSB SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL**

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**FORM NO. 2**

**COST PROPOSAL SHEET**

Please use the following required format in submitting your cost proposal. Sections 1, 2, 3, and 4, are required.

Flat Fee Proposal

1. Monthly System Fee Allocated by Camera:

Using the chart below, specify a monthly charge per camera which includes all requirements described in this RFP, with the exception of below parts: 2 (Previous Contractors Outstanding Violations); 3 (Run-out Period Fee); and 4 (Replica Cameras).

| Minimum Total Number Camera Units Operational per Implementation Chart - Section 3.3(F) - Not Including Replica Cameras                           | Monthly System Fee Per Camera Includes all RFP requirements except below parts 2 - Previous Contractors Outstanding Violations, 3 - Runout Period Fee, and 4 - Replica Cameras |
|---|--|
| 1 to 6  | \$_____ per camera, per month  |
| 1 to 12   | \$_____ per camera, per month  |
| 1 to 17   | \$_____ per camera, per month  |
| 1 to 22   | \$_____ per camera, per month  |
| 1 to 27   | \$_____ per camera, per month  |
| 1 to 32   | \$_____ per camera, per month  |
| 1 to 37   | \$_____ per camera, per month  |
| 1 to 42   | \$_____ per camera, per month  |
| 1 to 48   | \$_____ per camera, per month  |
| 1 to 54   | \$_____ per camera, per month  |
| 1 to 60   | \$_____ per camera, per month  |
| 1 to 66   | \$_____ per camera, per month  |
| System completion. All cameras operational per schedule in Section 3.3(F) through scheduled completion of this RFP. Not Including Replica Cameras | \$_____ per operational camera, per month  |

2. Previous Contractors Outstanding Violations

After the 6 month runout period of the prior contractor's contract, the Offeror will import delinquent citations from the previous contractor and take over collections activity, to include: at least one notice mailing per vehicle owner, registration hold (flagging) and release activity, customer service/payment processing (including walk-in, web, and over the phone), court processing and payment acceptance/processing. We estimate that we now have 113,000 outstanding violations. Please specify a one-time charge per violation, to manage the previous

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**FORM NO. 2 (continued)**

**COST PROPOSAL SHEET**

contractor's outstanding violations. All fines collected, less convenience fees, are transmitted to the designated program lockbox. The Offeror will not receive direct revenue from these collections.

Charge per violation for management of previous contractor's delinquent violations is:

\$\_\_\_\_\_ per violation (one time charge) - Section 3.3(N)

3. Run out Period Fee. Using the chart below, specify the monthly Run out charge. See the Run out Period - Section 3.3(Y).

| Run out Period per Month (at conclusion of contract) | Monthly Run out Period Charge |
|--|-------------------------------|
| First Month  | \$_____.                      |
| Second Month   | \$_____.                      |
| Third Month  | \$_____.                      |
| Fourth Month   | \$_____.                      |
| Fifth Month  | \$_____.                      |
| Sixth Month  | \$_____.                      |

4. Replica Cameras. Using the chart below, specify the monthly charge for replica cameras.

| Total Replica Cameras                        | Monthly Charge |
|--|----------------|
| 1  | \$_____.       |
| 1 to 2                                       | \$_____.       |
| 1 to 3                                       | \$_____.       |
| 1 to 4                                       | \$_____.       |
| 1 to 5                                       | \$_____.       |
| 1 to 6                                       | \$_____.       |
| Total Monthly Charge for Six Replica Cameras | \$_____.       |

Please note: Cost should include labor associated with performing the services as specified herein.

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

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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**MASTERCARD CREDIT CARD ACCEPTANCE:** The Prince George's County Government is engaged in a MasterCard purchasing card program and may use, at its option, the MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please list all major credit cards accepted by your company:

---

Please indicate below your interest in participating in the Welfare to Work Initiative:

Will Seek Participation \_\_\_\_\_ Not Interested \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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**FORM NO. 3**

**SUPPLIER UTILIZATION PLAN FOR DOLLAR VALUE COST PROPOSAL**

**PART 1**

**INSTRUCTIONS: SUBMIT ONE FORM FOR OFFEROR**

Offeror Entity Name: \_\_\_\_\_

Offeror's Authorized Person's Name: \_\_\_\_\_

Offeror's Authorized Person's Title: \_\_\_\_\_

Total Value of CBSB Participation: \_\_\_\_\_ Total Value of MBE Participation: \_\_\_\_\_

**Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ MDOT Certified Minority Business Enterprise (MMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) ♦ Automatic Certified County-Based Business (ACBB) ♦ Automatic Certified County-Based Minority Business Enterprise (ACBMBE) ♦ Automatic Certified County-Based Small Businesses (ACBSB) See Appendix H for Definitions of Certified Businesses.**

| VALUE OF WORK TO BE PERFORMED BY OFFEROR |                                |  |                              |
|--|--------------------------------|--|------------------------------|
| Offeror (Prime Contractor) Name          | Certification Type<br>(if any) | Certification<br>Number<br>(if applicable) | Value of Offeror's Work (\$) |
|  |                                |  |                              |



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AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 3 (continued)**

**SUPPLIER UTILIZATION PLAN FOR DOLLAR VALUE COST PROPOSAL  
PART 2**

**INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN OFFEROR THAT WILL PERFORM  
WORK UNDER THIS CONTRACT, INCLUDING LOWER TIER SUBCONTRACTORS**

| <b>Subcontractor Name</b> | <b>Certification<br/>Type (if any)</b> | <b>Certification<br/>Number (if<br/>applicable)</b> | <b>Subcontract<br/>Value (\$)</b> | <b>Description of Work</b> |
|---------------------------|--|---|-----------------------------------|----------------------------|
|                           |  |   |                                   |                            |
|                           |  |   |                                   |                            |
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**LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH COST PROPOSAL**

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**FORM NO. 3 (continued)**

**SUPPLIER UTILIZATION PLAN FOR DOLLAR VALUE COST PROPOSAL  
PART 3**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS  
LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN**

We certify that in the event \_\_\_\_\_ (“Offeror”) is awarded a  
contract under RFP No. \_\_\_\_\_ for \_\_\_\_\_,  
(Insert Offeror's Name)

Offeror and \_\_\_\_\_ (“CBSB Subcontractor”) intend to enter  
(Insert CBSB Subcontractor Name)

into a contract by which CBSB Subcontractor will perform the work identified in Part 2 of this

Supplier Utilization Plan with respect to its identification of CBSB Subcontractor. The Offeror will  
require CBSB Subcontractor to post the following bonds (if applicable):

- |             |             |
|-------------|-------------|
| 1. _____    | 2. _____    |
| Bond type   | Bond type   |
| Bond amount | Bond amount |

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the Paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

**OFFEROR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CBSB SUBCONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**FORM NO. 3 (continued)**

**SUPPLIER UTILIZATION PLAN FOR DOLLAR VALUE COST PROPOSAL**

**PART 4**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER'S COUNTY-BASED SMALL BUSINESS SUBCONTRACTORS  
THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT COUNTY BASED  
SMALL BUSINESSES**

We certify that in the event \_\_\_\_\_ ("Offeror") is awarded a contract under RFP No. \_\_\_\_\_ for  
\_\_\_\_\_, Offeror's CBSB Subcontractor \_\_\_\_\_ ("CBSB Subcontractor")  
intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

| Non-CBSB Entity Name  | Description of Work | Value (\$)of Work | Bonding Required (if applicable) | Signature of Non-CBSB Subcontractor's Principal |
|---|---------------------|-------------------|----------------------------------|---|
|   |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|   |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|   |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|   |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|   |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
| Total \$ Value of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities: \$ _____ |                     |                   |                                  |   |

**LIST ADDITIONAL NON-CBSB SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH COST PROPOSAL**

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**FORM NO. 4**

**OFFEROR'S 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: \_\_\_\_\_

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 5**

**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 Offeror**

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: \_\_\_\_\_

P.G.C. Form #4318 (Rev. 12/93)

**FORM NO. 6**

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**REQUEST FOR PROPOSALS NO. S18-010**  
**PRINCE GEORGE'S COUNTY GOVERNMENT**  
**AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 6 (continued)**

**PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)**

1. I am the \_\_\_\_\_ of \_\_\_\_\_ a party interested in obtaining a contract with Prince George's County under conditions set forth in documents for RFP 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  
(Print Name)

\_\_\_\_\_ of \_\_\_\_\_ and  
(Title) (Business Entity)

that \_\_\_\_\_ who signed the above Affidavit  
(Print Name)

Is the \_\_\_\_\_ 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)

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 7**

**Mid-Atlantic Purchasing Team Rider**

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID\_ATLANTIC PURCHASING TEAM COMMITTEE

**EXTENSION TO OTHER JURISDICTIONS**

Prince George's County, Maryland extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of this solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract. 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, non-discrimination, indemnification and/or, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Mid-Atlantic Purchasing Team:**

- |   |   |
|---|---|
| <input type="checkbox"/> Alexandria, Virginia                     | <input type="checkbox"/> City of Manassas Public Schools                |
| <input type="checkbox"/> Alexandria Public Schools                | <input type="checkbox"/> Manassas Virginia                              |
| <input type="checkbox"/> Alexandria Sanitation Authority          | <input type="checkbox"/> Manassas Park, Virginia                        |
| <input type="checkbox"/> Arlington County, Virginia               | <input type="checkbox"/> Maryland-National Capital Park & Planning Comm |
| <input type="checkbox"/> Arlington County Public Schools          | <input type="checkbox"/> Maryland Department of Transportation          |
| <input type="checkbox"/> Bladensburg, Maryland                    | <input type="checkbox"/> Metropolitan Washington Airports Authority     |
| <input type="checkbox"/> Bowie, Maryland                          | <input type="checkbox"/> Metropolitan Washington Council of Governments |
| <input type="checkbox"/> BRPC                                     | <input type="checkbox"/> Montgomery College                             |
| <input type="checkbox"/> Charles County Public Schools            | <input type="checkbox"/> Montgomery County, Maryland                    |
| <input type="checkbox"/> College Park, Maryland                   | <input type="checkbox"/> Montgomery County Public Schools               |
| <input type="checkbox"/> City of Fredericksburg                   | <input type="checkbox"/> Northern Virginia Community College            |
| <input type="checkbox"/> College Park, Maryland                   | <input type="checkbox"/> Prince George's Community College              |
| <input type="checkbox"/> District of Columbia Government          | <input type="checkbox"/> Prince George's County, Maryland               |
| <input type="checkbox"/> District of Columbia Public Schools      | <input type="checkbox"/> Prince George's Public Schools                 |
| <input type="checkbox"/> District of Columbia Water & Sewer Auth. | <input type="checkbox"/> Prince William County, Virginia                |
| <input type="checkbox"/> Fairfax, Virginia                        | <input type="checkbox"/> Prince William County Public Schools           |
| <input type="checkbox"/> Fairfax County, Virginia                 | <input type="checkbox"/> Rockville, Maryland                            |
| <input type="checkbox"/> Prince William County Service Authority  | <input type="checkbox"/> Intentionally Left Blank                       |
| <input type="checkbox"/> Fairfax County Water Authority           | <input type="checkbox"/> Spotsylvania County                            |
| <input type="checkbox"/> Falls Church, Virginia                   | <input type="checkbox"/> Spotsylvania County Government & Schools       |
| <input type="checkbox"/> Fauquier County Schools & Government     | <input type="checkbox"/> Stafford County, Virginia                      |
| <input type="checkbox"/> Frederick, Maryland                      | <input type="checkbox"/> Takoma Park, Maryland                          |
| <input type="checkbox"/> Frederick County, Maryland               | <input type="checkbox"/> Upper Occoquan Service Authority               |
| <input type="checkbox"/> Gaithersburg, Maryland                   | <input type="checkbox"/> Vienna, Virginia                               |
| <input type="checkbox"/> Greenbelt, Maryland                      | <input type="checkbox"/> Washington Metropolitan Area Transit Authority |
| <input type="checkbox"/> Herndon, Virginia                        | <input type="checkbox"/> Washington Suburban Sanitary Commission        |
| <input type="checkbox"/> Leesburg, Virginia                       | <input type="checkbox"/> Winchester, Virginia                           |
| <input type="checkbox"/> Loudoun County, Virginia                 | <input type="checkbox"/> Winchester Public Schools                      |
| <input type="checkbox"/> Loudoun County Public Schools            |   |
| <input type="checkbox"/> Loudoun County Water Authority           |   |



**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 8**

**TAX CERTIFICATION AFFIDAVIT**

**Part I: I HEREBY AFFIRM THAT:**

1. 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]

2. 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)

Form: Certification -Tax 12//03

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 9**

**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, 2017-July 30, 2018 | Per Hour \$14.20 |
|--|------------------|

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 County Code 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).
- ☐ 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. Section 10A-144(b)(8).

2. 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).

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 9 (continued)**

3. 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-144(d)(1) and (2).

**CONTRACTOR CERTIFICATION**

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.

\_\_\_\_\_  
Signature: Authorized Corporate, Partner or Proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory

\_\_\_\_\_  
Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements: Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

\*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.

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 10**

**501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form  
Prince George's County Code, Section 10A-144**

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please provide below the employee labor category of all employee(s) that will perform direct measurable work under the contract, the hourly wage the organization pays for that employee labor category and any health insurance the organization intends to provide for that employee labor category.

\*IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

| Employee Labor Category | Wage Per Hour | Name of Health Insurance Provider(s) and Plan Name*<br>(e.g., ABC Insurer, Inc., HMO Medical and Dental) |
|-------------------------|---------------|--|
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**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 11**

**FIRST SOURCE AND LOCAL HIRING AGREEMENT**

*The Contractor agrees to the following provisions as a condition to their contract with Prince George's County:*

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry;
- C) Contractor shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Purchasing Agent by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
  - (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;
  - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and  
(B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires and cumulative work hours by County residents; and
  - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and  
(B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires and cumulative employee hours worked, including, for each employee:
    - (i) Name;
    - (ii) Job title;
    - (iii) Hire date;
    - (iv) Residence; and
    - (v) Referral source for all new hires.

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 11 (continued)**

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George's County Economic Development Corporation's Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.
- (E) The Purchasing Agent requires "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

---

**Signature: Authorized Corporate Officer/Partner or Proprietor**

**Date**

---

**Typed/Printed Name of Signatory**

**Title of Authorized Signatory**

**Name of person designated by your firm to monitor your company's compliance with the First Source and Local Hiring agreement:**

**Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL**

**REQUEST FOR PROPOSALS NO. S18-010**  
**PRINCE GEORGE'S COUNTY GOVERNMENT**  
**AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 12**

**First Source and Local Hiring Agreement Compliance Report**

**Instructions:** This report must be submitted electronically to the Prince George's County Economic Development Corporation's Workforce Services Division, EDCWSD@co.pg.md.us and the Purchasing Agent, OCSCContractCompliance@co.pg.md.us by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement. The calendar year is July 1 through June 30<sup>th</sup>. After the first report, if no changes occur write "Same".

**Part I**

| <b>Number of employees needed for the Project</b> | <b>Number of current employees transferred</b> | <b>Number of new job openings created</b> | <b>Number of job openings listed with the EDC</b> |
|---|--|---|---|
|   |  |   |   |

**PART II (Project Employment of County Residents Only During Previous Month)**

For the *reporting period* (during the previous month), the total number of County residents employed, number of new County resident hires and total hours worked by County residents

| <b>Total number of County residents employed on the project (including new hires)</b> | <b>Total hours worked by County residents</b> |
|---|---|
|   |   |

**PART III (Project Employment of County Residents During the Calendar Year)**

For the *calendar year*, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents

| <b>Cumulative County resident hires</b> | <b>Cumulative work hours by County residents</b> |
|---|--|
|   |  |

**PART IV (All Individuals Employed on the Project During the Previous Month)**

For the *reporting period* (during the previous month), the total number of employees employed, including new hires, and total employee hours worked, and

| <b>Current Project employee hires</b> | <b>Current work hours by project employees</b> |
|---------------------------------------|--|
|                                       |  |

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**FORM NO. 12 (continued)**

**PART V (All Individuals Employed on the Project During the Calendar Year)**

For the *calendar year*, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked

| <b>Cumulative Project Employees</b> | <b>Cumulative New Hires</b> | <b>Cumulative employee hours worked on the Project</b> |
|-------------------------------------|-----------------------------|--|
|                                     |                             |  |

**Part VI (Individual Employees)**

For the *calendar year*, identify all individuals employed on the project by name, job title, hire date, residence address and, for new hires only, the referral source.

| <b>Employee name</b> | <b>Job Title</b> | <b>Hire Date</b> | <b>Residence address</b> | <b>If New Hire, Referral Source</b> |
|----------------------|------------------|------------------|--------------------------|-------------------------------------|
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If more space is needed, use a copy of this form and attach it to report.



**REQUEST FOR PROPOSALS NO. S18-010  
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**SECTION VII**

**APPENDICES**

## APPENDIX A

**TO BE SUBMITTED TO [ocscontractcompliance@co.pg.md.us](mailto:ocscontractcompliance@co.pg.md.us)**

|                   |               |              |
|-------------------|---------------|--------------|
| <b>Signature:</b> | <b>Title:</b> | <b>Date:</b> |
|                   |               |              |

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**APPENDIX B**

**REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN  
TO BE SUBMITTED TO [ocscontractcompliance@co.pg.md.us](mailto:ocscontractcompliance@co.pg.md.us)**

**RFP No.:** \_\_\_\_\_ **RFP TITLE:** \_\_\_\_\_

The awardee under the above referenced Request for Proposals submits this requests for approval to modify the approved Supplier Utilization Plan dated\_\_\_\_\_, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Entity Name: \_\_\_\_\_

Authorized Person's Name: \_\_\_\_\_

Authorized Person's Title:\_\_\_\_\_

Total Value of CBSB Participation: \_\_\_\_\_ Total Value of MBE Participation: \_\_\_\_\_

**Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ MDOT Certified Minority Business Enterprise (MMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) Automatic Certified County-Based Business (ACBB) ♦ Automatic Certified County-Based Minority Business Enterprise (ACBMBE) ♦ Automatic Certified County-Based Small Businesses (ACBSB). See Appendix H for Definitions of Certified Businesses.**

| VALUE OF WORK TO BE PERFORMED BY OFFEROR |                                |  |  |
|--|--------------------------------|--|--|
| Prime Contractor Name                    | Certification Type<br>(if any) | Certification<br>Number<br>(if applicable) | Value of Prime Contractor's<br>Work (\$) |
|  |                                |  |  |

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**APPENDIX B (continued)**

**REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN**

**PART 2**

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN THE PRIME CONTRACTOR THAT THIS REQUEST PROPOSES TO  
ADD, MODIFY, REMOVE OR MAINTAIN IN PRIME CONTRACTOR'S SUPPLIER UTILIZATION PLAN

**Status Key: A – Add ♦ M – Modify ♦ R – Remove ♦ S - Same**

| <b>Subcontractor<br/>Name</b> | <b>Certificatio<br/>n Type (if<br/>any)</b> | <b>Certification<br/>Number (if<br/>applicable)</b> | <b>Subcontract<br/>Value (\$)</b> | <b>% of Total<br/>Award to<br/>Prime</b> | <b>Description of Work</b> | <b>Status</b> |
|-------------------------------|---|---|-----------------------------------|--|----------------------------|---------------|
|                               |   |   |                                   |  |                            |               |
|                               |   |   |                                   |  |                            |               |
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|                               |   |   |                                   |  |                            |               |
|                               |   |   |                                   |  |                            |               |

**LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET**

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**APPENDIX B (continued)**

**REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN  
PART 3  
INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS  
LISTED IN PART 2 OF THIS REQUEST FOR MODIFICATION  
OF SUPPLIER UTILIZATION PLAN**

Name of awardee:\_\_\_\_\_ (“Prime Contractor”)

Name of CBSB Subcontractor:\_\_\_\_\_ (“CBSB Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

|   |  |
|---|--|
| The subcontract between the Prime Contractor and CBSB Subcontractor will continue in effect.  |  |
| The subcontract between the Prime Contractor and CBSB Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan |  |
| The subcontract between the Prime Contractor and CBSB Subcontractor will be terminated or will have expired. State reasons: _____<br>_____                            |  |
| Other: _____<br>_____   |  |

**PRIME CONTRACTOR SIGNATURE**

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

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

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

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

**CBSB SUBCONTRACTOR  
SIGNATURE**

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

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

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

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

If Prime Contractor is unable to obtain CBSB Subcontractor's signature, state reasons: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM  
REQUEST FOR PROPOSALS  
RFP NO. S18-010**

**APPENDIX B (continued)**

**REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN  
PART 4**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF THE PRIME CONTRACTORS S COUNTY-BASED SMALL BUSINESS  
SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT  
COUNTY BASED SMALL BUSINESSES**

We certify that in the event \_\_\_\_\_ (“Offeror”) is awarded a contract under RFP No. \_\_\_\_\_ for  
\_\_\_\_\_, Offeror’s CBSB Subcontractor \_\_\_\_\_ (“CBSB Subcontractor”)  
intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

| Non-CBSB Entity Name   | Description of Work | Value (\$)of Work | Bonding Required (if applicable) | Signature of Non-CBSB Subcontractor’s Principal |
|--|---------------------|-------------------|----------------------------------|---|
|  |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|  |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|  |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|  |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
|  |                     | \$                | Type: _____<br>Amount: \$ _____  | By: _____<br>Print Name: _____<br>Date: _____   |
| Total \$ Value of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities:\$ _____ |                     |                   |                                  |   |

**REQUEST FOR PROPOSALS NO. S18-010  
PRINCE GEORGE'S COUNTY GOVERNMENT  
AUTOMATED SPEED ENFORCEMENT PROGRAM**

**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 it obtains 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. By submitting a Proposal in response to this Request for Proposals, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
3. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents that 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 to include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:**
  - (a) 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.
  - (b) The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.
  - (c) Interest penalties. In the event Contractor violates Paragraph (b), above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in Contractor (or higher tier subcontractor) being suspended or debarred.
  - (d) Subcontract Clause Requirements. Contractor shall include in each of its subcontracts:
    - (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and
    - (2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the

**REQUEST FOR PROPOSALS NO. S18-010  
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**APPENDIX C (continued)**

payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month.

(3) a clause requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and (ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar 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 compensate Contractor for all monies earned up to the date of termination. However, the Contractor shall not be paid any damages or reimbursed for any anticipatory profits that 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 blood borne pathogens and other potentially infectious materials. During the performance of this Contract, 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 any successor and assigns of the Contractor. It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this 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 Contract 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 shall incorporate the provisions of this Section 12 in all contracts entered into with suppliers of materials or services; and Contractor's 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.  
  
Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711
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.



**REQUEST FOR PROPOSALS NO. S18-010**  
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**APPENDIX C (continued)**

14. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to County solicitations 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) 909-6000 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 procure 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 reprourement costs incurred by the County as a result of the Contractor's default. Excess reprourement 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 reprourement.

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**APPENDIX C (continued)**

The Contractor agrees by submitting a proposal that such excess reprourement 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) recourse to the Contractor's surety, 3) 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.
  - 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, finder's 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 "Offeror's Oath and Certification" which is attached hereto apply to any Contract entered into by Prince George's County, Maryland.
25. **OFFEROR QUALIFICATION STATEMENT:** Offerors hereunder are advised that prior to the Contract award, a Offeror'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:** Offeror 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 (7) calendar days after the protestor knew or should have known the

**REQUEST FOR PROPOSALS NO. S18-010**  
**PRINCE GEORGE'S COUNTY GOVERNMENT**  
**AUTOMATED SPEED ENFORCEMENT PROGRAM**

**APPENDIX C (continued)**

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.

**REQUEST FOR PROPOSALS NO. S18-010  
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**APPENDIX D**

**NOTICE TO BIDDERS**

**WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

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 your Bid or Proposal the required certification and pricing material on the form(s) included as Form No. 9 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

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.

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**APPENDIX D (continued)**

8. The County may access 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 with interest. In event of breach of contract under this paragraph, the Contractor must pay to the County liquidated.
9. 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.
10. 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.
11. 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**

**SAMPLE TWO PARTY AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is entered into as of the effective date set forth on the signature page hereof (the "Effective Date") by and between Prince George's County, Maryland, a body corporate and politic (the "County") and ABC Company, (the "Contractor")]

**WHEREAS**, the County issued Request for Proposal ("RFP") No. [RFP Number] to procure [precise description of goods and services]; and

**WHEREAS**, in response to the RFP, the Contractor submitted a technical and cost proposal to the County dated [Technical and Cost Proposal Dates]; and

**WHEREAS**, the County Purchasing Agent has determined that it is in the County's best interest to enter into a contract with Contractor for the provision of the solicited services.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AGREEMENT DOCUMENTS.** This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Agreement Documents":

- (a) This Agreement and all referenced Attachments;
- (b) The County's Request for Proposal No. [RFP Number] and all of the attachments and appendices thereto (collectively, the "RFP"); and
- (c) Contractor's Technical and Cost Proposals, [Technical and Cost Proposal Dates] (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Agreement Documents. In the event of a conflict or inconsistency between any of the terms of the above listed documents, the order of precedence shall be that order in which the documents are listed in this Section .

2. **SCOPE OF WORK.** The Contractor shall perform the obligations set forth in the RFP in compliance with all federal, state, local regulations and standards \_\_\_\_\_, in accordance with the Scope of Work and responsibilities as more particularly described in the Agreement Documents, including, without limitation, Section III of the RFP.

3. **COMPENSATION.** The County shall pay the Contractor for the Scope of Work provided in accordance to the prices set forth in the Contractor's Cost Proposal dated \_\_\_\_\_ which is part of this Agreement.

The Contractor shall submit monthly invoices which shall include the following:

- (a) Contractor's name and remittance address; and
- (b) Contractor's Tax Identification Number; and
- (c) Documentation as to the resultant service completed during the time covering the invoice.

4. **CONTRACTOR PROMPT PAYMENT.**

(a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

(b) Interest penalties. Any contractor who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate

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**APPENDIX E (continued)**

established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirements may also result in a contractor being suspended or debarred.

(c) Subcontract Clause Requirements. The prime contractor shall include in each of its subcontracts

(1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and

(2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract

(i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153).

(3) a clause in its subcontracts requiring the subcontractor to

(i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and

(ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The County's continuing obligation under this Agreement, 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) calendar days written notice.

6. **TERM OF AGREEMENT.** This agreement shall be effective \_\_\_\_\_ for the initial term of two (2) years. The term of this Agreement may be extended for three (3) additional one (1) year periods upon mutual agreement of both parties.

7. **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (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 compensation earned by Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any damages or anticipatory profits that have not been earned up to the date of termination.

8. **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished 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 Agreements. Damages may include excess procurement costs.

9. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Agreement Documents, the controlling terms and conditions shall be in this order:

(a) this Agreement;

(a) the Request for Proposal No. \_\_\_\_\_ (collectively, the "RFP");

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**APPENDIX E (continued)**

(c) the Contractor's Technical Response and Cost Proposal, both dated \_\_\_\_\_ (collectively, the "Proposal");

10. **NON-HIRING OF COUNTY EMPLOYEES.** The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

11. **LICENSURE REQUIREMENTS.** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

12. **CONFIDENTIALITY.** The parties acknowledge that information it obtains from the disclosing party (the "Discloser") in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the "Receiver") agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser's account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver's professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver's possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

13. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

14. **INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

The Contractor has in force or shall obtain and provide to Prince George's County, Maryland evidence of commercial insurance coverage for the following exposure:

**(ALL REQUISITE INSURANCE LIMITS MUST BE APPROVED ANNUALLY, IN WRITING, BY THE COUNTY'S RISK MANAGER.)**

**WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. 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:

Worker's Compensation: MARYLAND STATE STATUTORY LIMITS

|                       |                         |           |
|-----------------------|-------------------------|-----------|
| Employer's Liability: | Each Accident           | \$500,000 |
|                       | Disease Policy Limits   | \$500,000 |
|                       | Disease - Each Employee | \$500,000 |



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**APPENDIX E (continued)**

**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. 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

PERSONAL INJURY / ADVERTISING       \$1,000,000

Physical and Sexual Abuse \$100,000/\$300,000 per occurrence

**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 Agreement.**

**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 State of Maryland 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

\$1,000,000 Combined Single Limit

**MISC. PROFESSIONAL LIABILITY INSURANCE:** A separate insurance policy to pay on behalf of the Contractor all costs that 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 of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

The Contractor will furnish to the Department and/or the County "Certificates of Insurance", which shall list "**PRINCE GEORGE'S COUNTY, MARYLAND**" as an **additional insured** and **certificate holder** of the Contractor's policy for services provided in accordance with this Agreement and provide that the County shall be notified by the insurer **at least thirty (30) days** prior to cancellation or material change of any such coverage.

15.       **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16.       **ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Agreement, or its power to execute any of the Agreement Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

17.       **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the County.

18.       **PROJECT COORDINATOR.** The County will designate a Project Coordinator in the Office of Homeland Security who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

19.       **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County:

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**APPENDIX E (continued)**

With Copies to:

And Copies to:

To Contractor:

20. **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.

21. **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.

22. **RECITALS.** The Recitals are expressly incorporated herein by reference.

23. **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.

24. **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 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 Agreement 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 Agreement 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.

25. **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.

26. **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 for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.

27. **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.

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.

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**APPENDIX F**

**CERTIFICATION OF CONTRACTOR'S BEST EFFORTS TO MEET THE  
COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS**

**General**

If, for any reason, during the term of the Contract awarded under this RFP, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this RFP, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
  - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
  - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

**Definition**

"Best Efforts" means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

**I. Statement of Best Efforts to Select Minority Business Enterprises**

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

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**II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs**

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: (a) a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and (b) an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

- (A) Table of names, addresses, telephone numbers and dates

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**APPENDIX F (continued)**

| <b>Name</b> | <b>Address</b> | <b>Telephone Number</b> | <b>Date</b> |
|-------------|----------------|-------------------------|-------------|
|             |                |                         |             |
|             |                |                         |             |
|             |                |                         |             |

(B) Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

**III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable**

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

**IV. List of Unavailable MBEs and/or CBSBs**

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

**Sworn Affidavit of Contractor**

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name)\_\_\_\_\_, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor's Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

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

Contractor Authorized Representative

STATE OF MARYLAND COUNTY  
OF (

\_\_\_\_\_  
)

I HEREBY CERTIFY THAT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

before the undersigned Notary Public, personally appeared \_\_\_\_\_,  
(Print Name)

and signed this Certification as a true act and deed of \_\_\_\_\_.  
(Contractor Firm Name)

\_\_\_\_\_  
[Affix notary seal here]

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

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**APPENDIX G**

**Certification of Assurance of Compliance Regarding Suspension and Debarment**

**General**

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Rule for Suspension and Debarment 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) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George’s County, Maryland, has complied with all applicable requirements of the Nonprocurement Common Rule For Debarment And Suspension.

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

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

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

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

**Verification by County Agent**

On \_\_\_\_\_ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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

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

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**APPENDIX H**

**DEFINITIONS OF CERTIFIED BUSINESSES**

The business entities defined below are established only where the entity obtains certification from SDDD unless automatically certified pursuant to the conditions set forth below.

- 1) **Automatic Certification:** The County's automatic recognition of an Office of Central Services Supplier Development and Diversity Division ("SDDD") certified business as having certification as a County-Based Minority Business Enterprise or County-Based Small Business without further application SDDD or SDDD's issuance of an additional certificate(s) because the business is already certified by SDDD as a Minority Business Enterprise or a County-Based Business.
- 2) **Automatic Certified County-Based Minority Business Enterprise (ACBMBE):** A SDDD certified Minority Business Enterprise whose certification indicates that the business' principal address, principal place of operation or domicile is within the County provided that, if requested by the Purchasing Agent or the Purchasing Agent's designee at the time of a bid or proposal solicitation, the business provides in its bid or proposal of a copy of a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months.
- 3) **Automatic Certified County-Based Small Business (ACBSB):** A SDDD certified County-Based Business or County-Based Minority Business Enterprise issued Automatic Certification as a County-Based Small Business because its valid MDOT Minority Business Enterprise certification, Disadvantaged Business Enterprise certification or other MBE or DBE certification accepted by SDDD meets the requirements of a County-Based Small Business (as defined herein).
- 4) **County-Based Business (CBB):** A SDDD certified business that:
  - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the County;
  - b. Files a written certificate that the business is not delinquent in the payment of any County taxes, charges, fees, rents or claims;
  - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months;
  - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
  - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the County, as its principal place of operation; and
  - f. Files documentation showing that:
    - i. More than fifty percent (50%) of the business' full-time employees are County residents; or
    - ii. The owners of more than fifty percent (50%) of the business are County residents; or
    - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the County; or
    - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the County.
- 5) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
  - a. a County-Based Business; and:
    - i. a MDOT Small Business (as defined herein); or
    - ii. a SBA Small Business (as defined herein).

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**APPENDIX H (continued)**

- 6) **County-Located Business (CLB):** A SDDD certified business that:
- i. has a County office, but is not a County-based business; and
  - ii. either:
    - 1. has at least five (5) FTE (“full-time equivalent”) employees in the County office for the full duration of the County office’s lease; or
    - 2. has at least three (3) FTE employees in the County office, with at least two (2) of the FTE employees being County residents, for the full duration of the County office’s lease; or
  - 3. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business’s ownership interest in the building.
- 7) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
- a. It is independently owned and operated
  - b. It is not a subsidiary of another firm;
  - c. It is not dominant in its field of operation;
  - d. With respect to employees, either:
    - (i) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - (ii) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - (iii) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (iv) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (v) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
    - (vi) Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
  - e. With respect to gross sales:
    - (i) The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
    - (ii) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
    - (iii) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
    - (iv) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
    - (v) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
    - (vi) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

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**APPENDIX H (continued)**

- 8) **Minority Business Enterprise (MBE):** An SDDD certified business:
- a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is 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 SDDD.
- 9) **Minority Individual:** 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:
- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
  - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - f. Females, regardless of race, ethnicity or origin; and
  - g. Veterans and Service Disabled Veterans.
- 10) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:
- a. Is organized for profit;
  - b. Has a place of business in the U.S.;
  - c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
  - d. Is independently owned and operated; and
  - e. Is not dominant in its field on a national basis.



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**APPENDIX I**



**PRINCE GEORGE'S COUNTY GOVERNMENT  
DEPARTMENT OF FAMILY SERVICES  
(301) 265-8450 / MARYLAND RELAY 711**



**NOTICE UNDER  
THE AMERICANS WITH DISABILITIES ACT**

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

**Employment:** The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

**Effective Communication:** The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision limitations.

**Modifications to Policies and Procedures:** The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the County's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a County program, service, or activity is not accessible to persons with disabilities, please direct your complaint to the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.