



FREDERICK COUNTY, MARYLAND

**PROCUREMENT & CONTRACTING
DEPARTMENT**

Winchester Hall, Second Floor
12 East Church Street
Frederick, Maryland 21701

REQUEST FOR PROPOSALS (RFP) #19-594

BROADBAND FEASIBILITY STUDY

**Proposal Due Date:
July 24, 2019 before 2:00 pm**

Buyer: Laura Schug, MBA
Phone: 301-600-2319
Email: lschug@frederickcountymd.gov

www.FrederickCountyMD.gov/procurement

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



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DOCUMENT A: PERTINENT INFORMATION

1.0 EVENT SUMMARY:

RFP Number:	RFP 19-594
RFP Name:	Broadband Feasibility Study
Issue Date:	July 1, 2019
Buyer:	Laura Schug, MBA lschug@frederickcountymd.gov 301-600-2319
Pre-Proposal Date*:	July 8, 2019 11:00 am Pre-Proposal Conference Call: Dial the call-in number, enter the participant code followed by the pound (#) sign. Once accepted, state your company name and ensure that the Buyer is aware that the company name must be on the attendance sheet. Dial: 866-818-0460 Participant Login: 7070570#
Pre-Proposal Location and Registration	Winchester Hall Winchester Room, Second Floor 12 East Church Street Frederick, Maryland 21701 Please register by contacting the Buyer.
Questions Due and to Whom:	Questions due no later than 4:00 PM on July 15, 2019 Submit questions to Buyer.
RFP Due**:	July 24, 2019 before 2:00 pm
Mail/Deliver Proposals to the Issuing Office:	Department of Procurement & Contracting Winchester Hall, Second Floor 12 East Church Street Frederick, Maryland 21701 301-600-1067 Note: TECHNICAL AND PRICE PROPOSALS SHALL BE PLACED IN SEPARATE SEALED ENVELOPES. Note: THE COUNTY ASSUMES NO LIABILITY FOR MAILED RESPONSES. All proposals received after the opening time shall be rejected and returned unopened to the Contractor.
Agreement Term:	The contract period shall be for five months commencing after approval and proper execution of the contract documents
Payment Terms:	Net 30
Bid Deposit:	N/A

Performance Bond:	N/A
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* Be advised: If County administrative offices have been officially **closed** for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.

** Be advised: In the event that County administrative offices are **closed or delayed** on the date that submissions are due, the solicitation will be opened the next business day at the same time indicated in the Event Summary section at the front of this document.

2.0 DEFINITIONS:

- 2.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Department of Procurement & Contracting website.)
- 2.2 Agreement – The Request for Proposal Documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 2.3 Alternate Proposals – A second proposal for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 2.4 Broadband - high-speed data transmission (wired or wireless technology) capable of at least 25 Mbps/3 Mbps, downstream and upstream respectively.
- 2.5 Buyer – The County’s Department of Procurement & Contracting Representative for the solicitation and/or the resulting Agreement
- 2.6 Contractor – Any offeror; most often the successful offeror
- 2.7 County – Frederick County, Maryland
- 2.8 Designee – Specifically appointed alternate signatory or decision maker
- 2.9 DHCD – The Department of Housing and Community Development
- 2.10 DP&C – The Department of Procurement & Contracting
- 2.11 GAP Analysis - process through which a company compares its actual performance with its expected performance to determine whether it is meeting expectations and using its resources effectively.
- 2.12 Interested Party – An actual or prospective offeror or Contractor that may be interested in the award of a contract
- 2.13 Issuing Office – The Department of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- 2.14 Mbps – Megabits per second
- 2.15 Offeror – Any entity that submits a response to this solicitation
- 2.16 Proposal – All information submitted by the Contractor in response to this solicitation
- 2.17 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 2.18 Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda
- 2.19 Solicitation – The Request for Proposal

- 2.20 User Agency – County division, department, or office for which goods and/or services are being purchased

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding of the requirements.
- 3.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 3.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing the Buyer and referencing this solicitation and number.
- 3.4 If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.
- 3.5 CONFERENCE CALL LINE: In lieu of in-person participation, Contractors wishing to listen via telephone may call 866-818-0460, participant login 7070570#, at the time of the Pre-Proposal Conference and they will be conferenced in to the meeting.
- 3.6 If County administrative offices have been officially closed or delayed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.

4.0 INQUIRIES AND ADDENDA:

- 4.1 The Buyer in DP&C is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing to the Buyer and delivered no later than 10 days in advance of the solicitation's due date.
- 4.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the DP&C website at <http://frederickcountymd.gov/procurement> to obtain Addenda.

DOCUMENT B – GENERAL CONDITIONS

1.0 RESERVATIONS:

- 1.1 The Director of DP&C reserves the right to reject any or all proposals or parts of proposals when, in DP&C's reasoned judgment, the public interest will be served thereby.
- 1.2 The Director of DP&C may waive formalities or technicalities in proposals as the interest of the County may require.
- 1.3 The Director of DP&C reserves the right to increase or decrease the quantities to be purchased at the prices offered. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 1.4 The Director of DP&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in DP&C's judgment, be in the best interest of the County.
- 1.5 The Director of DP&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated cost of maintenance and repair to the County.
- 1.6 The Director of DP&C may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 1.7 Responsibility and responsiveness of any Contractor's proposal will be determined at the sole discretion of the Director of DP&C.

2.0 COMPETITION:

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

- 3.0 PERIOD OF VALIDITY:** Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor agrees to an extension. Proposals may not be withdrawn during this period.

4.0 GOVERNING LAW:

- 4.1 This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 4.2 The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

5.0 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

6.0 COMPLIANCE WITH LAWS:

- 6.1 If awarded a contract, the Contractor hereby represents and warrants that it:
 - 6.1.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 6.1.2 Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
 - 6.1.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 - 6.1.4 Shall eschew any and all forms of employment discrimination and promote equal opportunity in hiring practices as well as the selection of subcontractors for use in any of its projects;
 - 6.1.5 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract; and
 - 6.1.6 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- 6.2 In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be

considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

7.0 HOLD HARMLESS/INDEMNIFICATION:

- 7.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 7.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

8.0 TERMINATION:

- 8.1 Termination Prior to Expiration of Term: The County reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event of termination without cause pursuant to this provision, the County need not provide the Contractor with the opportunity to cure.
- 8.2 Termination for Default: If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.
- 8.3 Termination for Non-appropriation: If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available;

provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

- 9.0 MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: <http://dat.maryland.gov> or by calling 410-767-1184 or Toll Free 888-246-5941.
- 10.0 AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- 11.0 INTEGRATION AND MODIFICATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.
- 12.0 NON-ASSIGNMENT OF CONTRACT:** Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.
- 13.0 RESPONSIBILITY:** The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred Contractor or one with documented poor performance or one with questionable reputation, integrity or key personnel as solely determined by the Director of DP&C, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. DP&C may request that a Contractor provide documentation necessary for the determination of responsibility. Failure of a Contractor to provide the

required documentation may exclude it from further consideration. Final determination of responsibility is determined at the sole discretion of the Director of DP&C.

14.0 AFFIDAVIT: The attached affidavit is provided to facilitate compliance with the applicable law and is to be completed and returned with response.

15.0 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

15.1 The County operates under the public information law, which permits access to most records and documents.

15.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, General Provisions Article, Sections 4-101 through 4-601 of the Annotated Code of Maryland.

16.0 COOPERATIVE PURCHASE:

16.1 The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.

16.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.

17.0 EXCEPTIONS: If the Contractor cannot/ will not meet the terms, conditions, and/or specifications of the solicitation, the Contractor shall furnish a statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish exceptions on company letterhead shall be interpreted to mean the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of DP&C in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable, the proposal may be considered non-responsive at the sole discretion of the Director of DP&C.

18.0 SITE CONDITIONS: The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

19.0 PATENTS: If applicable, the Contractor shall defend any suit or proceeding against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit, is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.

20.0 CONTRACT SERVICES AGREEMENT:

20.1 The County and Contractor may execute a Contract Services Agreement, which is attached for review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in the proposal to be considered during consideration of award. Exceptions to the County's standard Agreement may result in rejection of the proposal.

20.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

21.0 AWARD NOTIFICATION:

21.1 Award notification will be by U.S. Mail, email, phone or any combination thereof.

21.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming Frederick County as an additional insured, the executed Agreement*, and the Maryland Registration Certificate of Good Standing.

21.3 Individuals wishing to contest results of a solicitation may view procedures on the DP&C website at www.FrederickCountyMD.gov/procurement.

***As Contractors have had an opportunity to note Exceptions to the Agreement with its proposal submission, execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT (ATTACHMENT 1) PRIOR TO SUBMISSION OF THE PROPOSAL.**

DOCUMENT C – SPECIAL CONDITIONS

1.0 CONTRACTOR'S QUALIFICATIONS:

- 1.1 Contractors must be engaged in broadband feasibility studies and shall have been actively engaged in this field for a minimum of five (5) years.
- 1.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations, including the review of previous sample work products, as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.

2.0 AWARD: The County intends to award one responsive and responsible Contractor whose proposal represents the best value to the County. Responsibility and responsiveness are determined at the sole discretion of the Director of DP&C.

3.0 WORK SCHEDULE: The County requires work to begin no later than September 2019 with completion by February 2020. The Contractor(s) shall state as part of its proposal, a work start schedule and a work completion schedule from the date of contract award notification. The County will take this into consideration in the award process. Failure to comply with any timeline established by the County will be considered negatively in the evaluation process.

4.0 AGREEMENT PERIOD: The contract period shall be for five months commencing after approval and proper execution of the contract documents.

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

6.0 INSURANCE REQUIREMENTS: The Contractor shall be required to provide the insurance as outlined in the Attachment. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the County reserves the right to revoke the contract award and award to another firm.

7.0 GRANT FUNDING REQUIREMENTS: The vendor shall submit invoices and supporting documents to the County within 30 days after services have been performed and/or study completed. Delay in submission may result in a delay of grant reimbursement. If grant reimbursement to the County is not received due to delay caused by the Contractor, then payment may be forfeited.

8.0 BILLING AND PAYMENT:

- 8.1 Invoices shall be submitted as required in duplicate for all services performed to Winchester Hall, 12 East Church Street, Frederick, Maryland 21701.
- 8.2 Each invoice shall include the following information:
 - 8.2.1 Federal Employer Identification Number (FEIN);
 - 8.2.2 Contractor's name and address;
 - 8.2.3 Name of Using Department;
 - 8.2.4 Frederick County Contract Number, if applicable;
 - 8.2.5 Purchase Order Number;
 - 8.2.6 Description of goods provided and/or services performed;
 - 8.2.7 Date and length of time of each service performed, if applicable; and
 - 8.2.8 Name of individual(s) performing the required services, if applicable.
- 8.3 Payment shall be made upon receipt of proper invoice from the Contractor and authorized by the County.
- 8.4 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

9.0 WARRANTY:

- 9.1 The Contractor warrants that provided herein to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.
- 9.2 The materials supplied by the Contractor shall carry the manufacturer's standard new material warranty.

- 10.0 DEFAULT:** Upon non-performance or violation of the contract terms, the Contractor will be given one chance, via written communication, to correct deficiencies. Failure to correct the deficiencies stated in the written communication will be cause for the contract to be cancelled or annulled by Frederick County, Maryland in whole by written notice of default to the Contractor. An award may then be made to the next low Contractor. In either event, the defaulting Contractor (or its surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices. Failure of the Contractor to deliver services within the time stipulated on its proposal, unless extended in writing by the Director of DP&C shall constitute contract default. In the event that a Contractor exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to it, it shall forfeit the right to respond on any future County contract for a period of time determined by the Director of DP&C and it shall be liable for any costs incurred by the County as a result of its default.

- 11.0 REFERENCES:** References will be verified by the Buyer and the results utilized as part of the determination of a Contractor's responsibility. Any negativity or uncertainty expressed by references may be used to exclude the Contractor from further consideration for award at the sole discretion of the County. It is in the best interest of the Contractor to CONTACT THE REFERENCES IN ADVANCE to ensure that they are aware that they are being utilized as a reference for this solicitation. Contactors may not use the County as a reference. Any work history the Contractor has with the County will automatically be utilized as part of the evaluation process.
- 12.0 ADDITIONS/DELETIONS:** The County, at its option, may add or delete like or related goods and/or services and/or sites as needed at the sole discretion of the Director of DP&C. All specifications and requirements of this solicitation will apply to any additions made during the contract term.

DOCUMENT D – SPECIFICATIONS

1.0 BACKGROUND:

There is a deficit of broadband resources serving rural residents and businesses in the State of Maryland. The Department of Housing and Community Development (DHCD) is going to aid Frederick County in understanding the cost of, and issues related to, delivering broadband to unserved rural residents within the County. Frederick County is seeking qualified vendors to conduct a broadband feasibility study and develop desired deliverables as outlined in the Statement of Work.

2.0 STATEMENT OF WORK:

- 2.1 Research and evaluate the current supply of broadband communications assets, products and services in the County through a range of efforts and methodologies identified by the successful vendor. Develop a communications and outreach strategy to engage stakeholders, disseminate information and provide opportunities for inclusion in the process. Broadband is defined as a wired or wireless technology offering throughput of 25 Mbps down and 3 Mbps up. While the minimum requirement for broadband capability is 25 Mbps down and 3 Mbps, the vendor shall provide input on feasible technologies that offer greater throughput for citizen and economic benefit, or better service quality based on the survey performed.
- 2.2 Utilizing surveys and other methods, evaluate the current and future demand for broadband products and services in the County through a range of efforts and methodologies, including but not limited to conversations with:
 - 2.2.1 Public stakeholders (e.g. local and regional governmental agencies, educational institutions, federal laboratories and agencies, etc.)
 - 2.2.2 Private stakeholders (e.g. local businesses, business organizations, health care providers, digital divide advocates, other interested consumers and interest groups).
 - 2.2.3 Broadband providers regarding the demand for, and adoption of, their products.
- 2.3 Provide strategic guidance in the planning of a broadband connectivity project that can be implemented as cost-effectively and quickly as possible for the purpose of enabling economic development and citizen connectivity.
- 2.4 Conduct a technical, organizational feasibility assessment, develop preliminary plan with suggested routes and make recommendations on how to proceed which may include current availability, construction and usage of broadband services, service territories, backhaul routes, capacity, providers and other relevant information for the project.
- 2.5 Assessment of potential construction and operational relationships with public, private and membership-owned companies in the project service area, and with other publicly or privately funded service providers as suitable for interconnection.

- 2.6 Provide an assessment of the telecommunications environment detailing the location of facilities, types of services, pricing, availability and limitations. Identify potential areas for partnership between the County and incumbent vendors and if possible provide assistance to the County in creating dialogue with these providers.
- 2.7 Identification of potential wired network routes and interconnection points as well as potential tower site recommendations to support and maximize consumer coverage.
- 2.8 Consider opportunities to pursue a regional approach; leveraging telecommunications assets in support of regional cooperation.
- 2.9 Perform a GAP Analysis of the Current Broadband Environment – evaluate the current environment against the current and future needs of Frederick County, including all stakeholders defined in the project. Determine what economic and community impact broadband issues are having on Frederick County. The GAP Analysis shall include an evaluation of key issues limiting broadband expansion and offer economic solutions in a prioritized manner for underserved areas.
- 2.10 Identify funding sources and provide strong justification for funding to serve as the basis for a grant/loan application to support project implementation.
- 2.11 Vendor shall submit previous studies done similar to the study the County is seeking with this proposal
- 2.12 Vendor shall identify other funding options that may be available to the County to support the development and maintenance of its broadband infrastructure, including grants, contracts, etc.
- 2.13 Using the results of the entire scope of work analysis, develop a final comprehensive written report that presents alternatives to address engineering and business parameters for deploying broadband services throughout Frederick County. The analysis must consider a wide continuum of business models and engineering options. It shall also highlight associated costs, alternative financing methods including other funding options, as well as risk, timing and service quality considerations. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation. The final comprehensive written report shall address the following:
 - 2.13.1 County Demographics related to broadband availability and needs- current and future
 - 2.13.2 Survey Results
 - 2.13.3 Incumbent providers, their locations and details on current broadband service technologies
 - 2.13.4 Industry findings and trends as it relates to broadband technology
 - 2.13.5 Similar projects
 - 2.13.6 Potential project partners
 - 2.13.7 Synergies and Sharing opportunities
 - 2.13.8 Legal and regulatory issues
 - 2.13.9 Preliminary design modeling to achieve connectivity and affordability
 - 2.13.10 Business and financial modeling in support of network build to include fiber to the home, fixed wireless or wired broadband or a hybrid system

- 2.13.11 Estimation of project cost and construction timeline
- 2.13.12 Provide any GIS-based shapefiles created or utilized for the project
- 2.13.13 Report that clearly defines their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.
- 2.13.14 Final list of recommendations and suggested implementation plans to be employed by Frederick County.
- 2.14 The Study must meet the following criteria:
 - 2.14.1 Study shall be performed under contract by an outside vendor not affiliated with the County, and services must be procured in accordance with County and State requirements. The vendor must have experience in the preparation of such studies.
 - 2.14.2 Identify existing broadband communications assets (including County tower sites or sites that are owned by the County where a tower could be placed), products and services in the County and their locations.
 - 2.14.3 Identify the current and future demand for broadband products and services in the County.
 - 2.14.4 Provide a strategic guide for the planning of a broadband connectivity project specific to the County that can be implemented as cost-effectively and quickly as possible, for the purpose of enabling economic development and citizen connectivity.
 - 2.14.5 Provide a preliminary plan outlining how to provide broadband to the areas without identified service, including suggested route(s) and recommendations on how to proceed.
 - 2.14.6 Provide an assessment of potential construction and operational relationships with public, private, and membership-owned companies.
 - 2.14.7 Provide an assessment of the telecommunications environment, detailing the location of facilities, types of services, availability and limitations.
 - 2.14.8 Identify potential wired network routes and interconnection points, as well as potential site recommendations, to support and maximize consumer coverage.
 - 2.14.9 Provide analysis of the current broadband environment and comparison with future needs. The analysis shall include an evaluation of key issues presently limiting broadband expansion.
- 2.15 Contractor Requirements:
 - 2.15.1 The Contractor shall provide a final report containing in detail all information requested, as well as the methods utilized to obtain the data. Prior to finalization, the report will be provided to the County in a draft format for input, clarification and acceptance prior to a final draft submittal.
 - 2.15.2 The Contractor shall develop and present recommendations and impact studies including cost, if any, of implementing any proposed changes. This presentation shall include the future impact of any recommended changes.

DOCUMENT E – EVALUATION OF OFFERS

- 1.0 EVALUATION:** Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second, if deemed necessary, on oral discussions. The first phase will be evaluated based on the criteria listed in order of importance. Proposals shall be sectioned according to the Evaluation Criteria. Each section is required to be numbered for the convenience of the Evaluation Team.
- 2.0 CRITERIA:** Each section shall be clearly titled, have the Contractor's name, and the pages numbered in either the header or footer.
- 2.1 **WORK PROPOSAL** – This document shall contain a full understanding of the County's needs as demonstrated by the Contractor's work proposal. This document shall be clearly titled "Work Proposal" and shall be the first section behind the Attachment 2 – Technical Proposal Signature Page. This document shall detail all steps necessary to complete the scope of work as stated herein and provide an outline of anticipated data collection activities. The Contractor's methodology for data collection shall be included in this document.
- 2.2 **TIMELINE** – Contractor's schedule for researching and providing a broadband feasibility study. This document shall be titled "TIMELINE" and include both start and completion schedules from the date of contract award notification. This document shall be the second section of the response and directly behind the "Work Proposal" section.
- 2.3 **STUDY PARAMETERS** – This document shall be titled "Study Parameters" and shall be the third section of the response, directly behind the "Timeline" section. This section shall include point-by-point details on each of the Document D, Paragraph 2.0 Statement of Work components providing information as to the Contractor's experience in collecting data of this nature.
- 2.4 **QUALIFICATION OF CONTRACTOR** – Qualifications and technical competence of the Contractor and staff in a document titled "Qualifications of Contractor" and shall be the fourth section. Included shall be a statement describing the Contractor's background information, history, resources, and track record of such projects. Additionally, résumés of people assigned to work on the study shall be attached. Résumés shall detail assignments of like projects as well as the outcome of those projects.
- 2.5 **REFERENCES FOR SIMILAR PROJECTS** - References for projects of a similar size scope and complexity that the Contractor has completed within the last five (5) years shall be outlined in a document titled "References for Similar Projects" and shall be the fifth section. This document shall help address the Contractor's competence and expertise in projects of similar scope and size. Provide company name and address, contact information (name, title, telephone and email address), and a description of the services performed.

2.6 AGREEMENT- This document shall be the sixth document submitted in response to this RFP, directly behind the "References for Similar Projects" submittal and shall be clearly titled "Agreement" on the cover page. All pages of Attachment 1 – Agreement shall be included.

2.6.1 Agreement shall be fully executed and notarized.

2.7 PRICE.

3.0 PRESENTATIONS: After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify proposals by making individual presentations to the evaluation committee. **If selected, Contractor shall be available for presentations on August 13, 2019.**

4.0 NEGOTIATIONS:

4.1 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, email or written communications, or any combination thereof, at the County's sole discretion.

4.2 Contractors are strongly advised not to prepare its proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.

5.0 CONTACT: All questions shall be directed to the Buyer for this solicitation. During the solicitation process which begins with the advertisement of the Request for Proposals, and following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Contact with any entity other than DP&C will be deemed as an attempt to influence the award process and will disqualify the Contractor from further consideration in the award process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

DOCUMENT F – SUBMISSION REQUIREMENTS

1.0 MAILING/ DELIVERY:

- 1.1 Proposals shall be clearly marked with the Request for Proposals number 19-594 (as it appears on the cover and all upper right pages of the solicitation) and shall be mailed to:

FREDERICK COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT & CONTRACTING
Attention to: LAURA SCHUG, RFP #19-594
Winchester Hall, Second Floor
12 East Church Street
Frederick, Maryland 21701
- 1.2 The use of a common carrier is strongly advised for tracking purposes and guaranteed delivery; however, hand delivery is acceptable as well. Be advised and warned that **NO LATE PROPOSAL SHALL BE ACCEPTED.**

2.0 PROPOSAL OPENING:

- 2.1 Proposal submissions are due on or before the due date and time indicated in the Pertinent Information section at the front of this document. Late proposals shall not be accepted, opened, considered or awarded. In the event that County administrative offices are closed or delayed the date that proposal submissions are due, the solicitation will be opened the next business day at the same time indicated in the Pertinent Information section at the front of the document.
- 2.2 Names of proposers will become available at the opening; however, no additional proposal information will be available. Indications that a Contractor has submitted do not reflect the responsiveness or responsibility of the Contractor and may not accurately reflect which proposals might be considered.

3.0 INSTRUCTIONS:

- 3.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time, and the name of the Contractor submitting the proposal. Additionally, all pages of the solicitation response shall be marked with the same.
- 3.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the response and delivered in sealed envelopes or cartons to DP&C no later than the time and date indicated. Responses received after the time and date indicated will not be accepted or considered.
- 3.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.

- 3.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the Technical package.
- 3.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to its meaning, or feels that the specifications are discriminatory, the Contractor shall notify DP&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. DP&C will notify all Contractors of any changes, additions, or deletions to the specifications by Addenda posted on the DP&C website (<http://frederickcountymd.gov/procurement>).
- 3.6 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed and will be issued by DP&C.
- 3.7 If County administrative offices have been officially closed or delayed for any reason, the solicitation will be due the very next business day that County administrative offices are open. Any alternative changes to the due date will be posted on the website the morning after the closing event.
- 3.8 All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
- 3.9 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE SEALED ENVELOPES.**

4.0 SUBMISSION OF PROPOSAL DOCUMENTS:

- 4.1 Contractors are required to complete and return **one (1) original and four (4) copies** of the following documents, as well as any additional information required as stated in the solicitation, with its proposal:

4.1.1 Technical Proposal:

- Attachment 2 (Technical Proposal Signature Cover Page)
- Technical proposal consisting of the following items:
 - ✓ "Work Proposal" document.
 - ✓ "Timeline" document
 - ✓ "Study Parameters" document
 - ✓ "Qualifications of Contractor" document.
 - ✓ "References for Similar Projects" document.
 - ✓ "Agreement" document
- Attachment 3 (Acknowledgement of Addenda)
- Attachment 4 (Affidavit)

- Attachment 5 (Certification of Compliance with Purchasing Regulation 1-2-36)
- Attachment 6 (Ability to provide insurance)
- Exceptions, if applicable
- Additional Information (if applicable)

2.1.2 Price Proposal (in separately sealed envelope):

- Attachment 7 (Price Proposal Page)

5.0 ELECTRONIC AND HARD COPIES: Contractors shall submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with (Document B, Paragraph 17), be added to the electronic copy. Be advised that the printed copy will be utilized by the Evaluation Team. The electronic copy will only be utilized as a backup and for compiling information. Data provided electronically but NOT included in the printed copy will not be evaluated.

ATTACHMENT 1 – AGREEMENT

FREDERICK COUNTY, MARYLAND CONTRACT SERVICES AGREEMENT NO. 19-594 FOR Broadband Feasibility Study

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this ____ day of _____, 2019, by and between the Frederick County, Maryland, 12 East Church Street, Frederick, Maryland 21701, a body corporate and politic of the State of Maryland, (herein "County") and _____ (Contractor Name and Address) (herein "Contractor"). The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

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

3.0 PERFORMANCE SCHEDULE

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

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

The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for five months after approval and proper execution of the contract documents.

4.0 COORDINATION OF WORK

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

Name:

Address:

Email:

Phone:

Title:

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

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

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

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

5.1 INSURANCE, INDEMNIFICATION AND BONDS

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

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

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

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

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

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

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

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

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, of Finance. The decisions of the officer or official body selected by the Chief Administrative Officer to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

- 7.2.1 A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management or Finance. The decision of the officer or official body selected by the Chief Administrative Officer to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.
- 7.2.2 The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.
- 7.2.3 Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.
- 7.2.4 Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

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

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

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

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

7.7 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

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

7.9 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

9.1.1 in the case of the County, to:

Laura Schug, Procurement Analyst II
Department of Procurement & Contracting
12 East Church Street
Frederick, Maryland 21701
Office Phone: 301-600-2319
Email: lschug@frederickcountymd.gov

9.1.2 in the case of the Contractor, to:

Name:
Title:
Department:
Address:
Address:
Office Phone:
Email:

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

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

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

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

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to

execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Signatures on next page.

COUNTY:

Frederick County, Maryland
A body corporate and politic of the State of Maryland

ATTEST:

By: _____

By: _____

Jan H. Gardner
County Executive

CONTRACTOR:

Contractor Legal Name (as it appears on BUSINESS LICENSE): _____

Contractor Address: _____

Phone: _____ Email: _____

Contractor's Signatory PRINTED NAME: _____

Check one: Individual Partnership Corporation
By: _____
Signature of Authorized Representative (notarized)

NOTARY:

Notary Name: _____ Title: _____

Address: _____

State of: _____ County of: _____

On this date: _____ before me, this person: _____
DATE PRINT NAME FROM IDENTIFICATION PROVIDED

personally appeared and proved to me on the basis of this satisfactory evidence: _____
TYPE OF IDENTIFICATION PRESENTED

to be the person whose name is subscribed to herein and acknowledged to me that they executed this document in their authorized capacity as signatory for named company. WITNESS my hand and official seal,

Notary Signature: _____

Notary Seal: _____

EXHIBIT "A"
SCOPE OF SERVICES

1.0 BACKGROUND:

There is a deficit of broadband resources serving rural residents and businesses in the State of Maryland. The Department of Housing and Community Development (DHCD) is going to aid Frederick County in understanding the cost of, and issues related to, delivering broadband to unserved rural residents within the County. Frederick County is seeking qualified vendors to conduct a broadband feasibility study and develop desired deliverables as outlined in the Statement of Work.

2.0 STATEMENT OF WORK:

- 2.1 Research and evaluate the current supply of broadband communications assets, products and services in the County through a range of efforts and methodologies identified by the successful vendor. Develop a communications and outreach strategy to engage stakeholders, disseminate information and provide opportunities for inclusion in the process. Broadband is defined as a wired or wireless technology offering throughput of 25 Mbps down and 3 Mbps up. While the minimum requirement for broadband capability is 25 Mbps down and 3 Mbps up, the vendor shall provide input on feasible technologies that offer greater throughput for citizen and economic benefit, or better service quality based on the survey performed.
- 2.2 Utilizing surveys and other methods, evaluate the current and future demand for broadband products and services in the County through a range of efforts and methodologies, including but not limited to conversations with:
 - 2.2.1 Public stakeholders (e.g. local and regional governmental agencies, educational institutions, federal laboratories and agencies, etc.)
 - 2.2.2 Private stakeholders (e.g. local businesses, business organizations, health care providers, digital divide advocates, other interested consumers and interest groups).
 - 2.2.3 Broadband providers regarding the demand for, and adoption of, their products.
- 2.3 Provide strategic guidance in the planning of a broadband connectivity project that can be implemented as cost-effectively and quickly as possible for the purpose of enabling economic development and citizen connectivity.
- 2.4 Conduct a technical, organizational feasibility assessment, develop preliminary plan with suggested route and make recommendations on how to proceed which may include current availability, construction and usage of broadband services, service territories, backhaul routes, capacity, providers and other relevant information for the project.
- 2.5 Assessment of potential construction and operational relationships with public, private and membership-owned companies in the project service area, and with other publicly or privately funded service providers as suitable for interconnection.

- 2.6 Provide an assessment of the telecommunications environment detailing the location of facilities, types of services, pricing, availability and limitations. Identify potential areas for partnership between the County and incumbent vendors and if possible provide assistance to the County in creating dialogue with these providers.
- 2.7 Identification of potential wired network routes and interconnection points as well as potential tower site recommendations to support and maximize consumer coverage.
- 2.8 Consider opportunities to pursue a regional approach; leveraging telecommunications assets in support of regional cooperation.
- 2.9 Perform a GAP Analysis of the Current Broadband Environment – evaluate the current environment against the current and future needs of Frederick County, including all stakeholders defined in the project. Determine what economic and community impact broadband issues are having on Frederick County. The GAP Analysis shall include an evaluation of key issues limiting broadband expansion and offer economic solutions in a prioritized manner for underserved areas.
- 2.10 Identify funding sources and provide strong justification for funding to serve as the basis for a grant/loan application to support project implementation.
- 2.11 Vendor shall submit previous studies done similar to the study the County is seeking with this proposal
- 2.12 Vendor shall identify other funding options that may be available to the County to support the development and maintenance of its broadband infrastructure, including grants, contracts, etc.
- 2.13 Using the results of the entire scope of work analysis, develop a final comprehensive written report that presents alternatives to address engineering and business parameters for deploying broadband services throughout Frederick County. The analysis must consider a wide continuum of business models and engineering options. It shall also highlight associated costs, alternative financing methods including other funding options, as well as risk, timing and service quality considerations. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation. The final comprehensive written report shall address the following:
 - 2.13.1 County Demographics related to broadband availability and needs- current and future
 - 2.13.2 Survey Results
 - 2.13.3 Incumbent providers, their locations and details on current broadband service technologies
 - 2.13.4 Industry findings and trends as it relates to broadband technology
 - 2.13.5 Similar projects
 - 2.13.6 Potential project partners
 - 2.13.7 Synergies and Sharing opportunities
 - 2.13.8 Legal and regulatory issues
 - 2.13.9 Preliminary design modeling to achieve connectivity and affordability
 - 2.13.10 Business and financial modeling in support of network build to include fiber to the home, fixed wireless or wired broadband or a hybrid system
 - 2.13.11 Estimation of project cost and construction timeline
 - 2.13.12 Provide any GIS-based shapefiles created or utilized for the project

- 2.13.13 Report that clearly defines their stakeholder evaluation process including their recommended participant level in order to reach statistically reliable results.
- 2.13.14 Final list of recommendations and suggested implementation plans to be employed by Frederick County.
- 2.14 The Study must meet the following criteria:
 - 2.14.13 Study shall be performed under contract by an outside vendor not affiliated with the County, and services must be procured in accordance with County and State requirements. The vendor must have experience in the preparation of such studies.
 - 2.14.14 Identify existing broadband communications assets (including County tower sites or sites that are owned by the County where a tower could be placed), products and services in the County and their locations.
 - 2.14.15 Identify the current and future demand for broadband products and services in the County.
 - 2.14.16 Provide a strategic guide for the planning of a broadband connectivity project specific to the County that can be implemented as cost-effectively and quickly as possible, for the purpose of enabling economic development and citizen connectivity.
 - 2.14.17 Provide a preliminary plan outlining how to provide broadband to the areas without identified service, including suggested route(s) and recommendations on how to proceed.
 - 2.14.18 Provide an assessment of potential construction and operational relationships with public, private, and membership-owned companies.
 - 2.14.19 Provide an assessment of the telecommunications environment, detailing the location of facilities, types of services, availability and limitations.
 - 2.14.20 Identify potential wired network routes and interconnection points, as well as potential site recommendations, to support and maximize consumer coverage.
 - 2.14.21 Provide analysis of the current broadband environment and comparison with future needs. The analysis shall include an evaluation of key issues presently limiting broadband expansion.
- 2.15 Contractor Requirements:
 - 2.15.1 The Contractor shall provide a final report containing in detail all information requested, as well as the methods utilized to obtain the data. Prior to finalization, the report will be provided to the County in a draft format for input, clarification and acceptance prior to a final draft submittal.
 - 2.15.2 The Contractor shall develop and present recommendations and impact studies including cost, if any, of implementing any proposed changes. This presentation shall include the future impact of any recommended changes.
- 2.16 Grant Funding Requirements: The vendor shall submit invoices and supporting documents to the County within 30 days after services have been performed and/or study completed. Delay in submission may result in a delay of grant reimbursement. If grant reimbursement to the County is not received due to delay caused by the Contractor, then payment may be forfeited.

**AGREEMENT EXHIBIT "B"
CONTRACTOR'S PROPOSAL**

**AGREEMENT EXHIBIT "C"
SCHEDULE OF COMPENSATION (PRICE PROPOSAL PAGE)**

**AGREEMENT EXHIBIT "D"
SCHEDULE OF PERFORMANCE**

The contract period shall be for five months commencing after approval and proper execution of the contract documents.

The County requires work to begin no later than September 2019 with completion by February 2020

**AGREEMENT EXHIBIT “E”
INSURANCE**

Work shall not commence for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Department.

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland must be added as an Additional Insured.

AUTO LIABILITY coverage with minimum limits of:

\$1,000,000 Combined Single Limit or

\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS coverage with minimum limits of:

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

WORKERS’ COMPENSATION coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:

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

OR, if there are no employees, Workers’ Compensation Waivers must be completed.

PLEASE NOTE THE FOLLOWING:

1. A certificate of insurance showing these coverages must be provided to Frederick County risk Management. The Certificate Holder must be:

**Frederick County, Maryland
c/o Risk Management
12 East Church Street
Frederick, MD 21701**

2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy’s limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.

7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Department.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

ATTACHMENT 2 – TECHNICAL PROPOSAL SIGNATURE PAGE

1. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

LEGAL BUSINESS NAME*: _____

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

ADDRESS: _____

City State Zip Code

PHONE: _____ EMAIL: _____

REPRESENTATIVE'S NAME: _____ PHONE: _____

PRINTED NAME OF COMPANY SIGNATORY: _____

2. **MARYLAND REGISTRATION:** Frederick County requires that the awardee provide a certificate of good standing from the State of Maryland prior to execution of the Agreement. Executing and returning the acknowledgment below signifies that the certificate of good standing will be supplied upon request.
3. **SYSTEM AWARD MANAGEMENT:** All parties involved in the contract must register with the federal System Award Management prior to award. All parties must not be barred, suspended, or otherwise excluded or declared ineligible under statutory or regulatory authority. Those names will be searched on the government-wide Excluded Parties List System in the System Award Management (SAM) prior to contract award.
4. **TAX EXEMPTION:** Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.
5. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the County's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE**: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

EMAIL ADDRESS OF PERSON SIGNING FORM: _____

* The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this proposal.

*** Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.*

ATTACHMENT 3 – ACKNOWLEDGEMENT OF ADDENDA

The Contractor acknowledges receipt of the following addenda. Please date and initial.

Addendum Number	Date	Initial	Addendum Number	Date	Initial
1			5		
2			6		
3			7		
4			8		

ATTACHMENT 4 – AFFIDAVIT

Must be completed and signed BY AN AUTHORIZED SIGNATORY, and submitted with the proposal.

Contractor: _____ Phone: _____

Address: _____

I, _____, the undersigned, _____ of the above named Contractor
Print Signer's Name Print Office Held

do declare and affirm this ____ day of _____, _____ that I hold the aforementioned office in the above named
Month Year

Contractor and I affirm the following:

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

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

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

AFFIDAVIT IV: Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 712 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V: Neither I, nor the Contractor, nor any of our officers, directors, trustees or partners who are directly involved in obtaining contracts with Frederick County is a member of the County Council or the County Executive for Frederick County, Maryland, nor are we qualified relatives (spouse, parent, child) of said elected officials, nor are we a business entity in which a qualified relative of said elected officials has a direct financial interest.

AFFIDAVIT VI: The Contractor, Agent and/or employees working on its behalf, declare that they, in accordance with the Maryland Campaign Finance Reform Act of 2013, have not provided any campaign financing greater than \$200,000, OR having done so, they have filed the appropriate campaign finance-related disclosures with the State Board of Elections and that a copy of the certification is attached to their submission in response to this solicitation. Should the Contractor fail to provide the necessary documentation, the County will notify the State. The necessary documentation may be located: http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE: _____

SIGNATURE OF SIGNATORY

EMAIL: _____

PRINTED NAME OF SIGNATORY

ATTACHMENT 5 – CERTIFICATION OF COMPLIANCE
With Frederick County Purchasing Regulation 1-2-36,
Hiring of Illegal Aliens Prohibited for Performance of County Work

I, _____, hereby certify or attest that:
Name

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

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

SIGNATURE

DATE

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____

ATTACHMENT 6 – INSURANCE REQUIREMENTS

Work shall not commence for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Department.

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:
\$1,000,000 per Occurrence; \$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland must be added as an Additional Insured.

AUTO LIABILITY coverage with minimum limits of:
\$1,000,000 Combined Single Limit or
\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS coverage with minimum limits of:
\$1,000,000 per Occurrence and \$2,000,000 Aggregate

WORKERS' COMPENSATION coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:
\$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy

OR, if there are no employees, Workers' Compensation Waivers must be completed.

PLEASE NOTE THE FOLLOWING:

1. **A certificate of insurance showing these coverages must be provided to Frederick County risk Management. The Certificate Holder must be:**
Frederick County, Maryland
c/o Risk Management
12 East Church Street
Frederick, MD 21701
2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all

required coverage is approved by the Risk Management Department.

9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

The undersigned agrees to provide all necessary insurance coverages, and the documentation of such, immediately upon notification of award, and further understands that failure to produce the necessary documentation may result in revocation of award and debarment:

SIGNATURE: _____

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____

ATTACHMENT 7 – PRICE PROPOSAL COVER PAGE

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

ITEM NO.	DESCRIPTION	PRICE
1	Lump sum cost of performing all requirements in Document D, paragraph 2.0, Statement of Work	

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

COMPANY NAME: _____
PRINT COMPANY NAME

REPRESENTATIVE'S NAME: _____
PRINT REPRESENTATIVE'S NAME

REPRESENTATIVE'S TITLE: _____
PRINT REPRESENTATIVE'S TITLE

TELEPHONE NUMBER: _____
PRINT REPRESENTATIVE'S TELEPHONE NUMBER

EMAIL ADDRESS: _____
PRINT REPRESENTATIVE'S EMAIL ADDRESS