



Solicitation Number: RFP22000087
PUBLIC RELATIONS PRODUCTS AND SERVICES FOR
DPW

Request for Proposal (RFP)

Anne Arundel County

15 December 2021 - 02 February 2022

General Header Information

No. RFP22000087
Title: PUBLIC RELATIONS PRODUCTS AND SERVICES FOR DPW
Start Date: 15 December 2021 at 14:30:00 GMT-5
End Date: 02 February 2022 at 14:00:00 GMT-5
Vendor Q&A Start Date: 15 December 2021 at 14:45:00 GMT-5
Vendor Q&A End Date: 14 January 2022 at 11:30:00 GMT-5
Estimated Total Value:
Who can respond to this bid? : All Vendors
Description: Anne Arundel County, Maryland (the "County") is seeking the services of an outside consultant/firm to work with the Department of Public Works (DPW) Customer Relations Unit to build upon the current public relations campaign with short and long-term outreach strategies, and materials that will enable DPW to better communicate with its customers - all property owners, residents, and their families in Anne Arundel County.

The County will be holding a virtual Pre-Proposal Conference Meeting Via Zoom. A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 11:00 A.M., local time, on January 5, 2022, via a Zoom Conference Line.
Delivery Terms: Free On Board Destination
Payment Terms: Net 30 Days
Contact Information: Anne Arundel County
Stacey Sells
2660 Riva Road
Annapolis MD, 21401
Tel: 410-222-7646
phsell77@aacounty.org
Contact Details: If you have any questions, Please contact:
Stacey Sells
2660 Riva Road
Annapolis MD, 21401
Tel: 410-222-7646
phsell77@aacounty.org
Selected Categories: COMMUNICATIONS AND MEDIA RELATED SERVICES (91500)

Solicitation Requirements: SOLICITATION CHECKLIST

SOLICITATION CHECK LIST

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ The County has now changed as of 3/25/2020 to only accepting electronic submissions for Bids and Proposals. You are always encouraged to send your bid or proposal in through the PORT system, but if you would rather, you can send your bid or proposal to our County email address at Purchasing@aacounty.org. Please have the title of your email indicate the Bid Number and your company name. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?

_____ Did an authorized company representative sign and notarize the Affidavit form(s)?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust, and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.

_____ If this Solicitation requires a Bid/Proposal bond, vendors should include in their digital submission a scanned copy of the Bid Bond as an attachment to the electronic solicitation response. If the responding vendor is awarded a purchase order or contract, the vendor will submit the original version of the Bid Bond that was scanned and submitted online to the County's Purchasing Division, Office of the Purchasing Agent, within ten (10) calendar days of the request.

_____ Did you provide a scanned copy of your signed and notarized Affidavit?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted, in fully executed format, with Bid Response/Proposal in order to be considered for an award. If the following item(s) are not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

(A) Technical and Cost Proposals (RFP)

SOLICITATION GENERAL INSTRUCTIONS

INSTRUCTIONS

NOTICE: The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

PORT: To download a copy of the Solicitation specifications, go to the County's website at <https://www.aacounty.org/PORT> and click on "Print/Download Solicitation Summary" icon at the top of the page.

ELECTRONIC RESPONSES: To respond electronically to a solicitation, the vendor must first register with the County's eProcurement system (P.O.R.T.) by going to the <https://www.aacounty.org/PORT> clicking the "Registration" button at the top of the page, and completing the Vendor Registration. Detailed instructions for using the P.O.R.T. system are available by scrolling down on the P.O.R.T. home page.

Once registered, the Bidder or Offeror should log back into P.O.R.T. and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid or proposal responses successfully submitted to the County.

When responding electronically to a specific solicitation, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including Affidavit, exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. A scanned copy of the Affidavit may be submitted if responding to the solicitation online. If the responding vendor is awarded a purchase order or contract, the vendor will submit the original version of the Affidavit that was scanned and submitted online to the County's Purchasing Division, Office of the Purchasing Agent, within ten (10) calendar days of request.

The County has now changed as of 3/25/2020 to only accepting electronic submissions for Bids and Proposals. You are always encouraged to send your bid or proposal in through the PORT system, but if you would rather, you can send your bid or proposal into our County email address at Purchasing@aacounty.org.

NOTICE TO VENDORS SUBMITTING A RESPONSE TO A SOLICITATION VIA EMAIL: As an alternative to submitting a response to a solicitation in our eProcurement system (PORT), vendors may email their response via email to purchasing@aacounty.org.

FOR EMAILED RESPONSES TO SOLICITATIONS:

PLEASE FOLLOW THESE INSTRUCTIONS TO ENSURE THAT YOUR BID WILL BE RECOGNIZED DURING BID OPENING:

1. Be certain that your email is submitted early enough so that it is received by the County before the deadline. No late emails will be accepted.

2. Make certain that the subject line is structured as follows:

SOLICITATION NUMBER/SOLICITATION TITLE/YOUR COMPANY'S NAME. Solicitation numbers begin with three letters, i.e., CAP, IFB, RFP, RFQ, RFI, etc.

3. If submitting a response to multiple solicitations, please submit them in separate emails. Do not group them into one email.

Taking the above steps will help to ensure that your response is recognized.

In the event a registered vendor electronically submits a solicitation response in PORT and also submits via email that are not identical, the Purchasing Agent may elect to reject both submittals. The Purchasing Agent's decision is final.

The deadline for submitting a request for clarification of requirements is noted in the Collaboration Section of this solicitation. The County Purchasing Agent will respond by notifying Bidders or Offerors by written addendum.

Any Bidder or Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, will notify the County Purchasing Agent in writing no later than the deadline noted in the Collaboration Section of this Solicitation. These exceptions in no way obligate the County to change its specifications. The County Purchasing Agent will respond by notifying Offerors by written addendum of any interpretations made of the Specifications.

The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications will be directed to and will be issued by the County Purchasing Agent in writing. To better ensure fair competition and to permit a determination of the Successful Bidder or Offeror, a Bid or Proposal Response may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders or Offerors. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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

RFP GENERAL INFORMATION AND SPECIFICATIONS

INTRODUCTION

Anne Arundel County, Maryland (“County”) is soliciting proposals from qualified vendors to provide services of public relations products and services for governmental entities, with a preferred focus on the Department of Public Works, in accordance with the provisions contained in this RFP.

There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.

The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror.

TERM OF CONTRACT

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

The term of the Contract shall be for a period of one (1) year commencing on or about **June 1, 2022**, with the option to renew the Contract for up to four (4) additional one-year periods with the same terms and conditions at the sole discretion of the County. After the initial term, any one-year renewals shall be subject to the availability and appropriation of County funds.

SUBCONTRACTING

The County will enter into a Contract with the Successful Offeror only. The Successful Offeror shall be responsible for products and services required by the RFP. Subcontractors, if any, shall be identified in the Proposal with a complete description of their role relative to the Offeror. The name and credentials of any proposed subcontractors shall be clearly identified in the Proposal.

CLARIFICATIONS, DISCREPANCIES, OR OMISSIONS

Prospective Offerors may make a written request via email or online in P.O.R.T. under the Collaborations Section concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Direct all requests and correspondence online in the P.O.R.T. Collaboration Section or submit via email to:

eMail: phsell77@aacounty.org

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a request for clarification of requirements is January 14, 2022, at 11:30 a.m., local time. The County Purchasing Agent will respond by notifying all Offerors by written addendum.

Any Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent via email or online in PORT no later than January 14, 2022, at 11:30 a.m., local time. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will respond by notifying all Offerors by written addendum of any interpretations made of the Specifications.

TIME REQUIREMENTS

Proposed Calendar

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

Request for Proposal Issued December 15, 2021

Pre-Proposal Conference January 5, 2022, at 11:00 A.M. local time

Deadline for submitting request

for clarification of requirements January 14, 2022, at 11:30 A.M. local time

Proposal Closing Date/Time February 2, 2022, at 2:00 P.M. local time

Successful Offeror Notified April 1, 2022 (approximate)

Contract Start Date June 1, 2022 (approximate)

PRE-PROPOSAL CONFERENCE

The County will be holding a virtual Pre-Proposal Conference Meeting Via Zoom (See Below). A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 11:00 A.M., local time, on January 5, 2022, via a Zoom Conference Line. While every effort will be made to answer any questions concerning this RFP raised by potential Offerors at the Pre-Proposal Conference, such answers shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum. Offerors are strongly encouraged to bring any issues regarding this RFP or the goods/services to be provided to the Pre-Proposal Conference or to the attention of the County Buyer prior to the deadline as detailed in this RFP. Any modifications, additions, or deletions to the Specifications that result from this meeting shall be in the form of an addendum to be posted on P.O.R.T. Offerors should register for the Pre-Proposal (Site Visit) Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer Stacey Sells at phsell77@aacounty.org. If no Offerors register, the meeting may be canceled without further notice to the Offerors. No recording of any kind by the public will be allowed at any pre-proposal conference. For ADA Accessibility Assistance Only: Anyone needing special ADA accommodations must contact Andrew Hime, Purchasing Agent, at 410-222-7672, or by email to phhime00@aacounty.org. TTY users call through Maryland Relay 7-1-1 at least seven (7) days in advance of the event. All materials are available in alternative formats upon request. Otherwise, contact the Buyer as noted on the front page for everything else. Do not contact Mr. Hime for anything other than ADA accessibility assistance.

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Join Zoom Meeting

<https://aacounty.zoom.us/j/83841996206?pwd=VVdMRWJIU2FNZ1INVmlwRk80aGlzUT09>

Meeting ID: 838 4199 6206

Passcode: N%wH4UKP

One tap mobile

+13017158592,,83841996206#,,,,*57668316# US (Washington DC)

+14702509358,,83841996206#,,,,*57668316# US (Atlanta)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 470 250 9358 US (Atlanta)

+1 470 381 2552 US (Atlanta)

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

833 548 0276 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 838 4199 6206

Passcode: 57668316

RFP SUBMISSION

The Division of Purchasing is now posting its solicitation documents on the new Purchasing Operations Resource Technology ("P.O.R.T.") Bid Board at <https://www.aacounty.org/PORT>. P.O.R.T. is the County's web-based eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

The County has now changed as of 3/25/2020 to only accepting electronic submissions for Bids and Proposals. You are always encouraged to send your bid or proposal in through the PORT system, but if you would rather, you can send your bid or proposal into our County email address at Purchasing@aacounty.org. Please have the title of your email indicate the Bid Number and your company name.

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically in P.O.R.T. to a solicitation, the vendor must first register with P.O.R.T. by going to the County's Home Page <https://www.aacounty.org/PORT> clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into P.O.R.T. and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the County.

To respond electronically to a solicitation, the vendor must log in to P.O.R.T., locate the desired solicitation, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response.

- In the event a registered vendor electronically submits a solicitation response and also emails a copy via Purchasing@aacounty.org documents that are not identical, the vendor should explain which response is valid for the County's consideration. In the absence of such an explanation, the County reserves the right to evaluate and award the response which serves its best interest.

Each Proposal shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Offeror or, if the Offeror is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this RFP.

Proposals submitted in response to this RFP are irrevocable for 240 days after the RFP closing date.

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

ADDENDA

The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on P.O.R.T. and on the County's website at www.aacounty.org/PORT. It is the potential Offeror's responsibility to frequently visit P.O.R.T. to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. A Proposal may be rejected if any addendum is not signed and submitted with an emailed proposal or acknowledged in P.O.R.T. for online submittals.

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

COMMUNICATIONS

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

RESERVATIONS

The Purchasing Agent may reject all Proposals and cancel the RFP, may reject parts of all Proposals, or may reject all Proposals for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

The County Purchasing Agent reserves the right to waive formalities or technicalities in Proposals as the interest of the County may require.

The quantities appearing in this RFP are approximate only and are prepared for the canvassing of proposals. Payment to the Successful Offeror will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the RFP.

The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.

The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

DISCLAIMER

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

ECONOMY OF PREPARATION

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

INCURRED EXPENSES

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

EVIDENCE OF CONTRACTOR RESPONSIBILITY

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

REFERENCES AND ALTERNATE TERMS

Any reference that may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Offeror and shall be disregarded by the County.

MOST FAVORED PUBLIC ENTITY

The Successful Offeror agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

PROPOSAL MODIFICATIONS OR WITHDRAWAL

An emailed Proposal may be modified or withdrawn by the Offeror any time before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing. If submitted online in P.O.R.T., the Offeror may modify or withdraw the Proposal by retracting its response online prior to the submittal deadline.

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

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

No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 240 days thereafter.

Proposal Extension: If an award cannot be made prior to the expiration of the pricing submitted in response to this RFP, the Purchasing Agent may request that pricing be extended. The extension of pricing should be a reasonable amount of time for the contract to be fully executed between both parties.

INTERPRETATION

The Contract resulting from this RFP shall be construed under the Laws of the State of Maryland.

RFP SCOPE OF WORK

GENERAL SCOPE OF WORK

1.0 General Nature of Services Required

The County is soliciting the services of qualified parties of public relations products and services for governmental entities, with a preferred focus on the Departments of Public Works, in accordance with the provisions contained in this RFP.

2.0 Scope of Work to be Performed

2.1 Services to be Procured: Anne Arundel County, Maryland (the “County”) is seeking the services of an outside consultant/firm to work with the Department of Public Works (DPW) Customer Relations Unit to build upon the current public relations campaign with short and long-term outreach strategies, and materials that will enable DPW to better communicate with its customers - all property owners, residents, and their families in Anne Arundel County.

2.2 Overview of Scope

2.2.1 The Department of Public Works (DPW) is a unit within Anne Arundel County, Maryland (government) that operates on a twenty-four / seven (24/7) basis with seven hundred fifty (750) skilled and professional employees. There are five (5) Bureaus within the Department - Engineering, Highways, Utility Operations, Waste Management Services, and Watershed Protection & Restoration. These bureaus provide the following services respectively: the design and construction of public works, i.e. roads, bridges, government buildings, and administration of the Federal MS-4 Stormwater Permit; maintenance and repair of County road infrastructure and right-of-ways; production of safe drinking water, management of wastewater treatment, and maintenance and repair of utility infrastructure; and management of the collection, processing, and recycling of solid waste, and landfill operations, and restoration of County waterways.

2.2.2 DPW desires to continue to inform Anne Arundel County citizens who are unaware of the many valuable services provided by DPW. From basic “know how to reach us” to how to obtain critical help in solving a public works concern. DPW wants to improve its two-way communications with its customers.

2.2.3 A sampling of previous County outreach products is attached to this RFP for review attached as **EXHIBIT C**.

2.3 Goals:

2.3.1 The goals for this contract shall be to increase the public's knowledge of the Department's responsibilities, to improve the Department's image and means of communication with its customers, create and maintain positive public impressions, address negative public perceptions, generate goodwill in the community, and create or sustain DPW's credibility with its customers by increasing the public's awareness of DPW's many tax and user fee-supported services, capital projects, and environmental programs.

2.3.2 The Successful Offeror shall work with DPW's Customer Relations Unit and five (5) Bureaus to build upon and design a public relations campaign with short and long-term outreach strategies that shall measurably increase the public's understanding of DPW. The campaign shall provide sustainable and measurable outcomes that increase and improve the customer's ability to contact DPW in return.

2.4 Recent Survey:

2.4.1 A 2019 Survey Report (**EXHIBIT A**) has identified the department's strengths and weaknesses in terms of customer satisfaction, comprehension, and expectations. With the review of the survey of County residents, news articles, letters and social media, interviews of employees, etc., the Successful Offeror shall implement plans and provide DPW with the tools needed to effectively reach its customers and help improve their understanding of DPW's day-to-day efforts, and the role public works plays in their everyday lives.

2.4.2 The DPW survey conducted in the Fall of 2019 by the Anne Arundel Community College's Center for Local Studies reveals what residents know and understand about the department and its bureaus. In addition, a 2021 survey of internal and external stakeholders is attached as **EXHIBIT B**. The survey analysis and the analysis of the current PR campaign shall be the basis of the initial strategic campaign development.

2.5 Initial Contract Deliverables:

2.5.1 Within ninety (90) days of the final award of the Contract and a notice to proceed, the Successful Offeror shall:

- Review the AACC 2019 survey results, current DPW promotional materials, outreach efforts such as the annual Public Works Week, student/intern tours, etc.;
- Review DPW social media platforms;
- Interview select DPW staff for relevant/useful insights and background;
- Attend an eight (8) hour briefing and tour conducted by Customer Relations staff to include DPW operations and select capital projects.

2.5.2 The Successful Offeror shall also submit a specific work plan within the same ninety (90) days to include a campaign timeline for the roll-out of diverse campaign products to increase public awareness of DPW overall as well as identified critical issues. These materials will include multimedia marketing materials for social media; public service announcements; and promotional/educational messages in video/photography/print for distribution in hard and electronic prepared copy in a compatible format for Google docs, Microsoft Word Docx, Powerpoint, Excel, and Video software. A framework for collecting data and measuring customer satisfaction, comprehension, awareness shall be implemented. All products shall become the property of Anne Arundel County Department of Public Works. The County has up to one hundred thousand dollars (\$100,000.00) for this initial contract deliverable to provide the most cost-effective public relations campaign. The estimated hours on the Cost Proposal Form are for this campaign and any other work requested during the first year of the Contract.

•**Location:** Anne Arundel County Department of Public Works, 2662 Riva Road, 4th floor Annapolis, MD 21401

•**Hours of Operation:** Monday - Friday 8:00 a.m. to 4:30 p.m. The majority of planning and review meetings with the Successful Offeror will be held at this location or via Zoom and during the normal business hours listed above.

2.5.3 Period of Performance for the initial Contract deliverables: estimated to be sixteen (16) months from the Notice to Proceed.

2.6 Quality Standards & Inspections: Written permission shall be required to photograph & interview customers and County employees who may be used in the development of promotional materials. AACO DPW Customer Relations has the final approval of the use of all photography and interviews. The approval form will be made available to the Successful Offeror by DPW.

2.7 Safety Procedures: Appropriate safety wear shall be required to enter DPW construction sites, capital projects, and all road projects for photography and interviews. Advance notice shall be required to enter all DPW construction sites. The Successful Offeror shall obtain the consent of the DPW Project Manager or Manager on site.

3.0 Detailed Technical Proposal Format Requirements

The Offeror is strongly encouraged to arrange its Detailed Technical Proposal in the order and format shown below. The Offeror shall review the attached materials, identify areas where modifications to or additions/deletions to the current public relations products and services are indicated, and provide a specific, detailed work plan for the delivery of the proposed products and services. The Offeror shall explain in detail in the Technical Proposal, and not summarize its responses in this section. The Offeror shall explain exactly how it intends to meet the County's needs in this timeframe and within the current budget. The County has provided the priority of each section to demonstrate the County's focus of the evaluation. The Technical Proposal shall demonstrate a clear understanding of the tasks outlined in the Scope of Work found in Section 2.0 above and shall include at a minimum:

3.1 Pass/Fail Requirements (Priority #1)

A minimum of three (3) government client references of work performed within the past four (4) years for projects of similar work, including contact name, phone number, website, social media name, and email addresses. All Offerors shall provide this information with the Technical Proposal. Failure to meet these requirements may result in rejection of the Technical Proposal without further evaluation of the remaining portion;

3.2 Executive Summary (Priority #2)

Executive Summary that defines the firm's vision, mission, experience, and financial stability, including the organization's general project management approach;

3.3 Campaign/Public Relations Methodology (Priority #2)

An explanation of the Offeror's campaign/public relations methodology;

3.4 Example of Outreach Campaign (Priority #3)

A representative example of the Offeror's firm's successful outreach campaigns (within the last four (4) years) using the team proposed for this Contract, including:

- Paper products (provide six (6) copies of each)
- Radio spots (provide one (1) CD)
- TV promotions (provide one (1) DVD)
- Videos (provide three (3))
- Social media communications (provide six (6));

3.5 Approach and Schedule (Priority #4)

The Offeror's proposed approach and schedule for this initial task completion (Section 2.5 above), including milestones (major steps), deliverables, and activities. The schedule shall include monthly two (2) hour progress meetings plus two (2) additional contingency meetings, if appropriate with DPW Customer Relations;

3.6 Certifications/Credentials (Priority #5)

Any marketing/communications certifications/credentials;

3.7 Experience (Priority #6)

A detailed description of the firm's experience creating an outreach campaign – preferably (but not required) in a governmental public works entity;

3.8 Personnel Roles and Resumes (Priority #7)

A listing of the project lead and primary liaison between the Offeror and the County; and Resumes for all proposed staff who will work on this campaign including subcontractors. Include a description of each team member's general roles and responsibilities to achieve the Scope of Work. **Note: The County reserves the right to approve staff changes throughout the term of the Contract.** The offeror shall include a description of the working relationship between the firm and any proposed subcontractors;

3.9 Resources (Priority #8)

The resources the Offeror will use in creating a public relations campaign for DPW;

3.10 Innovative Techniques (Priority #9)

A description of unique resources the Offeror's firm may bring regarding innovative techniques in the development of government public relations, marketing, and analysis.

3.11 Benchmarks (Priority #10)

The number and name of other organizations that the Offeror will use as benchmarks for the requested activities;

4.0 Cost Proposal Requirements/Labor Category Descriptions

4.1 Offerors shall provide **hourly rates** as listed on the Cost Proposal Form attached. This list of labor rates may be modified after the Pre-Proposal Conference at the County's sole discretion. Any work done by subcontractors shall be charged at **cost only (without markup)**. The Successful Offeror may charge the County for its own labor needed to manage the subcontractors' work.

4.2 **Project Management** – Assist the County in expanding upon the current public relations campaign to effectively meet the County's goals; taking into consideration the target market, required timelines to completion, and available County resources, manage the other categories under this Contract (Creative, Media Relations). Meet regularly with DPW staff. Manage deliverables to assure coordination and effective delivery of all products by required deadlines. Core competencies: good organizational and communication skills, project management skills, administrative skills, multi-tasking.

4.3 **Creative** – Develop and deliver products that project the tone and theme to support County Goals. Products include writing/editing; creating outreach/educational material and plans; creating illustrations and advertisements, assisting in developing promotional materials required for various communication strategies, developing videos and social media content for various social media platforms; and providing updates to the DPW & YOU website.

- Core competencies: communication skills, creativity, analytical skills, flexibility/adaptability, editing/proofreading, writing skills, multi-tasking, journalism/advertising background, experience with MS Office and Google applications, desktop publishing, database and spreadsheet software, video software, ability to translate ideas into pictorial form, meet deadlines, and adjust product based on feedback from DPW.

4.4 **Media Relations** - Write copy for announcements, press releases, handouts, etc. With assistance from the DPW Public Relations Officer, coordinate contact with local radio and TV stations and newspapers. Advise DPW on creative direction and media purchases.

- Core competencies: Knowledge of and contacts in local media, proven track record of media placement for clients.

RFP TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

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

PUBLIC INFORMATION ACT NOTICE

Offerors shall identify any portions of their Proposals deemed to contain confidential or proprietary information or trade secrets and provide justification of why such material, upon request, should not be disclosed in accordance with the Public Information Act, Annotated Code of Maryland, General Provisions Article ("GP"), § 4-103 et seq.

OWNERSHIP AND RETENTION OF RECORDS

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

SUBSTITUTES

When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.

For all items not designated "no substitutes", the County will consider a "County-approved equivalent". Equivalent items will be considered provided descriptive literature and specifications accompany the RFP response. Each Offeror shall indicate in its Proposal "as specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Offeror shall indicate clearly the goods on which it is proposing, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be included in the Proposal where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Proposal.

No Offeror shall be allowed to offer more than one price on each item even though the Offeror may believe that two or more types or styles will meet Specifications. Offerors shall determine for themselves which to offer. If an Offeror submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services is deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

LAWS AND REGULATIONS

The Successful Offeror shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Offeror shall protect and indemnify the County and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Offeror and by any subcontractors, agents, or employees.

INTEGRATION

The RFP, the Successful Offeror's Proposal, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties herein.

WARRANTY FOR SERVICES

The Successful Offeror warrants any goods or services furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year from date of final acceptance of goods and/or services. Additional terms may be added. Any defective goods or services shall be immediately replaced free of cost to the County.

DELIVERY/INSTALLATION OF GOODS OR SERVICES

Successful Offeror shall guarantee delivery of goods or services to the County as proposed, between the hours of 8:30 a.m. and 3:00 p.m., local time, Monday through Friday, excluding County holidays. All goods delivered shall be the manufacturer's current models, completely serviced by the Successful Offeror, and shall be delivered ready in all aspects to be placed in normal operating service.

Successful Offeror shall state the number of calendar days required to deliver each item to the County following notification of an award.

Successful Offeror shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased, and if applicable, the name, model, and serial number.

All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Proposal. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

The County Purchasing Agent reserves the right to charge the Successful Offeror fifty dollars (\$50) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Proposal Deposit or final payment, or charged back to the Successful Offeror.

RETURNED GOODS POLICY

The County shall apply the following policy to returned goods throughout the term of the Contract. By responding to the RFP, the Successful Offeror acknowledges it has read, understood, and agreed with the following policy.

Returns generated by the Successful Offeror's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Offeror with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Offeror shall bear all freight and delivery charges.

Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Offeror. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Offeror may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Offeror's published restocking charge, which is less. The County shall reimburse the Successful Offeror for original freight charges, if applicable, and shall bear the freight cost of returned goods.

Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Offeror. Restocking charges cannot exceed the Successful Offeror's published catalog restocking fee for such returns. The County shall reimburse the Successful Offeror for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

BLANKET ORDER RELEASE

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

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

CHANGES/ERASERS TO PROPOSAL

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

OFFEROR'S UNDERSTANDING OF THE SCOPE OF RFP AND DUE DILIGENCE

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

CONTENT

The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the County, and disqualification of the Successful Offeror may not be eligible for future solicitations.

CONFLICT OF INTEREST

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

DISPUTES

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

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor assures the County that it shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of gender identity, race, color, national origin, religion, ancestry, sex, age, or disability. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations 41CFR Part 60. The Contractor must bind its subcontractors to the provisions of this section.

INSURANCE

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

Commercial General Liability:

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

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

Business Automobile Liability Insurance:

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

Workers' Compensation Insurance:

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

Professional Liability Insurance:

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

The Successful Offeror shall provide the County with a Certificate of Insurance evidencing the coverage required above. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

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

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

Contractor shall advise the County at fax # 410-222-7624 and by first-class, certified mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of this Agreement.

CORPORATION REGISTRATION

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

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

AUDIT OF SUCCESSFUL OFFEROR

The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Offeror shall receive the County’s written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with County notification that a record shall be retained for a longer period.

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

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

TAXES - RESPONSIBILITY FOR PAYMENT, EXEMPTION FORMS TO BE FILED, ETC.

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

All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

EXCEPTIONS

In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the County for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.

In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Purchasing agent shall be final.

All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The County shall determine if listed deviations and exceptions are accepted or rejected.

Any deviations and exceptions not listed as required are deemed rejected.

TERMINATION PROCESS

Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing thirty (30) days' written notice to the Successful Offeror. The County shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination. The Successful Offeror shall be provided thirty (30) days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

This Agreement may be terminated by the County upon at least seven (7) days' notice to the Contractor in the event that (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

Termination for Cause:

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

LIQUIDATED DAMAGES

Should the Successful Offeror fail to perform as required by the Contract or should the County terminate the Contract, and the Successful Offeror fails to fully complete its obligations under this RFP and the Contract resulting from this RFP, the County shall also have the right to assess the Successful Offeror a liquidated damage amount not to exceed \$50 per business day to be calculated on the basis of the County's documented and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

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

RFP TEXT EMPHASIS

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

OPTIONAL USE OF CONTRACT

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

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

PARENT COMPANY

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

ASSIGNMENT AND DELEGATION

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

INDEMNIFICATION

If a Contract is awarded, the Successful Offeror shall indemnify, defend, and hold the County, its agents, servants, and employees harmless from and against any and all claims, loss, liability, cost, or expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Offeror's performance of the Contract awarded.

CONDITIONS FOR PURCHASING ELSEWHERE

The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, in accordance with the terms and conditions specified herein, the County Purchasing Agent reserves the right to procure goods and services on the open market or by contract, in which event the additional costs of such goods and services above the Contract price shall be charged against the Successful Offeror, and may be deducted from any funds payable or which may become payable to the Successful Offeror.

The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Offeror if they are delivered or performed subsequent to the placement of orders elsewhere.

APPLICABLE LAW

The laws of the State of Maryland shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP. (No exceptions.)

FAIR LABOR STANDARDS

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

CHANGES

The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract;
- The price for each item as offered by the Successful Offeror is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- The items added are relatively insignificant to the overall value and services under the agreement.

DAMAGE TO COUNTY BUILDINGS, FACILITIES OR GROUNDS

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

LIABILITY OF COUNTY

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

NOTICE OF AND COOPERATION IN LITIGATION

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

PRICE ADJUSTMENTS

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly ninety (90) days prior to the renewal date. The Successful Offeror shall request all price adjustments in writing at least sixty (60) days and no more than ninety (90) days prior to the renewal date.

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

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

In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

CONFIDENTIAL AND PROPRIETARY INFORMATION

All information contained in the Proposal is subject to production under the Maryland Public Information Act. Each Offeror shall be responsible for identifying all information in its Proposal that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Proposal a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Proposal, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

Reasons given for considering information within a Proposal Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Proposal Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Proposal Response on the grounds that the Proposal Response is not responsive.

Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Offeror in responding to the RFP, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Proposal Response.

Contractor agrees to promptly provide any non-confidential information or materials required by the County to respond to such requests, to the extent required by law.

NEGOTIATED PRICING

When purchasing additional or large quantities of products or services, the County reserves the right to purchase at the prices offered under the resulting Contract or to negotiate lower prices. In no event will the County pay more than the price offered under the resulting Contract.

WORKPLACE FREE OF DRUGS AND ALCOHOL ABUSE

Successful Offeror shall maintain a workplace free of drug and alcohol abuse during the term of the Contract; shall prohibit employees from working under the influence of drugs or alcohol; and shall refuse to hire or assign to work under the Contract anyone whom the Successful Offeror knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engage in a bona fide drug or alcohol abuse assistance or rehabilitation program.

AVAILABILITY OF FUNDS

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

SIGNATURES REQUIRED FOR LEGAL ENTITIES FOR CONTRACTS EXCEEDING \$150,000

Company/Corporation or Professional Service Corporation <i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i>	NO PROOF NEEDED IF SIGNED BY: President, Vice President, Chief Executive Officer or Chief Operating Officer	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY: Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority
Limited Partnerships <i>("L.P.")</i>	NO PROOF NEEDED IF SIGNED BY: General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership
Limited Liability Company / Corporation <i>("LLC" or "LC")</i>	NO PROOF NEEDED IF SIGNED BY: Member	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

PROCUREMENT CARD

The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Offeror may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Offeror may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Offeror may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Offeror may process a payment request to the credit card network for the remainder of the order. The Successful Offeror may not charge the County for any fees related to the use of a procurement card.

For all transactions, the Successful Offeror shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

REGULAR DEALER

Quotes shall be considered only from Offerors that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods or services required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Offeror shall engage in, as its principal business and in its own name, the purchase and sale of the goods or services that are the subject of this RFP.

RFP PROPOSAL

GENERAL INFORMATION REQUIRED IN OFFEROR'S PROPOSAL

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

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

TECHNICAL PROPOSAL SUBMISSION

Technical Proposal

NOTICE: There shall be no cost information in the Technical Proposal, emailed or Online. Failure to comply may result in rejection of your Proposal.

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

General Requirements

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

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP.

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.
- Table of Contents: The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.
- Transmittal Letter: A transmittal letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.
- Contact Information: Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- SDAT Information: Offeror shall include registration number issued by the Maryland State Department of Assessments and Taxation (SDAT) (Alpha prefix, followed by numeric digits).
- Detailed Proposal: The format of the Detailed Proposal shall conform to the structure outlined in this RFP.
- In accordance with the County Code, Article 8-2-120, please list in your submittal any affiliations with a County employee(s) or official(s). Write "none" if there are no affiliations.

- List the names and addresses of all any affiliated company providing goods or services under the agreement.

COST PROPOSAL SUBMISSION

The Offeror shall submit a Cost Proposal as a separate file, apart from the Technical Proposal and any other submittals.

Price

The Cost Proposal shall contain all pricing information relative to the products and/or services as described in this RFP. The price(s) to be proposed shall contain all direct and indirect costs including all out-of-pocket expenses. The County shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

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

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

In the case of any discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Rates for Additional Professional Services

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

Manner of Payment

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

invoices@aacounty.org

Please use the following format on the Subject Line:

Vendor Name_PO Number_Invoice Number

Invoices shall be submitted per PO number. Multiple invoices for different Purchase Order numbers sent in one email will not be accepted.

This email address is for invoice submission only, and not inquiries. Invoices should no longer be sent directly to the Accounts Payable Staff. If you have questions please contact AP at 410-222-2390.

Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to any resulting contract from this RFP.

Anne Arundel County has chosen the Paymode-X® service through Bank of America Merrill Lynch to make electronic payments to valued vendors and suppliers.

Anne Arundel County recognizes the importance of expediting the payment process for our vendors and suppliers. Our Accounts Payable department utilizes Paymode-X to replace paper checks with electronic payments. We are strongly encouraging our vendors and suppliers to enroll in Paymode-X so that future payments are made electronically. Enrollment in Paymode-X is simple and takes less than ten minutes. You can enroll online at www.paymode.com/annearundelcounty today*. We value your service and support and are confident that your company will benefit from using Paymode-X.

Your enrollment in Paymode-X offers many benefits:

- Saves time and money – Paymode-X reduces the labor, hassle, expense, and risk associated with checks and other traditional payment methods. There is no charge to receive a payment from us via Paymode-X.
- Enhances cash flow – Electronic payments through Paymode-X provide cash flow benefits by eliminating mail and paper check float.
- Fits with existing systems and banking practices – Paymode-X requires no purchase of software, no modifications to your existing accounts receivable systems, and no changes to your bank or bank accounts.
- Includes detailed remittance information – Paymode-X enables delivery of digital remittance information along with the payment for easier reconciliation, accessed via on-line download options. Each time you receive a payment through Paymode-X, you will be sent an electronic notification.
- History of payments – A detailed history of all Paymode-X payments from Anne Arundel County will be at your fingertips on the Paymode-X website. Going Green – Paperless, electronic payments are more secure, save money and also help conserve the environment by eliminating printing and mailing paper checks.

Paymode-X offers Anne Arundel County a secure, Internet-based service to make electronic payments to vendors, suppliers and service providers. We strongly believe that Paymode-X represents a measurable improvement over other electronic payment methods, as well as a significant enhancement to our on-going business relationship.

Should you require personal assistance or have any questions, please contact Paymode-X toll free at 1 866 252 7366 or call Barbara Blum, Anne Arundel County at 410-222-2367. Paymode-X will notify the County of your enrollment and electronic payments will begin shortly thereafter.

Please note, if you are already a Paymode-X member, you do not need to re-enroll in Paymode-X to receive payments from Anne Arundel County. Please contact Paymode-X toll free at 1 866 252 7366 to confirm the details of your existing membership.

RFP EVALUATION PROCEDURES

EVALUATION COMMITTEE

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

REVIEW OF PROPOSALS

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

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

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

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

EVALUATION CRITERIA

Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal. Weights are assigned based on a 60/40 split, with cost equaling 40% and technical requirements equaling 60% of the evaluation.

ORAL PRESENTATIONS

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

BEST AND FINAL OFFERS

Notwithstanding anything contained in this RFP, after the Purchasing Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors whose Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

The Purchasing Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Purchasing Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Purchasing Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The County shall consider best and final offers to be irrevocable for one hundred eighty (180) days from the date for their submission.

FINAL SELECTION

It is anticipated that an Offeror will be selected by April 1, 2022. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by June 1, 2022.

SOLICITATION HEADER - INTRODUCTION

P.O.R.T. Notice

The Division of Purchasing is now posting solicitations on the new Purchasing Operations Resource Technology ("P.O.R.T.") Bid Board <https://www.aacounty.org/departments/central-services/purchasing/index.html> P.O.R.T. is the County's web-based eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

The County has now changed as of 3/25/2020 to only accepting electronic submissions for Bids and Proposals. You are always encouraged to send your bid or proposal in through the PORT system, but if you would rather, you can send your bid or proposal into our County email address at Purchasing@aacounty.org. Please have the title of your email indicate the Bid Number and your company name.

IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening or deadline for submitting a proposal. It is the potential Bidder's or Offeror's responsibility to frequently visit the P.O.R.T. website at <https://www.aacounty.org/departments/central-services/purchasing/index.html> to obtain Addenda once they have received a copy or downloaded a solicitation.

NOTE: ALTHOUGH THE SYSTEM ALLOWS FOR MULTIPLE BID OR PROPOSALS RESPONSES, THE COUNTY DOES NOT ACCEPT THEM. THEREFORE, ANY BIDDER OR OFFEROR WHO SUBMITS MORE THAN ONE BID OR PROPOSAL RESPONSE MAY BE DEEMED NON-RESPONSIVE AND HAVE ALL RESPONSES REJECTED.

Questionnaire:

PUBLIC INFORMATION ACT NOTICE

Description: PUBLIC INFORMATION ACT NOTICE

I acknowledge and accept the following: If awarded a contract, the contract, including the Successful Bidder's response, will be made public. The Bidder shall provide a separate copy of its bid that contains redactions of content that the bidder contends is confidential financial information or a trade secret. If a bidder, however, fails to provide a redacted copy, the final contract without the bid documents could be posted and if someone makes a Maryland Public Information Act request for the bid, then once the request comes in, Purchasing can advise the submitter that the County intends to publicly produce the bid unless the submitter provides a redacted version with its bid response.

Type YES/NO
Is Required Y

Please provide a redacted version of your bid response if any or all parts of your Bid Response are deemed confidential. ONLY a REDACTED version of your proposal should be uploaded here. All other documents, such as Affidavits, drawings, etc. should be uploaded to the Attach Documents tab, which will display once the required fields in the Requirements and Questionnaire sections are complete.

Type ATTACHMENT
Is Required N

AFFIDAVIT SUBMITTAL

Description: Bidder/Offeror to submit scanned, signed Affidavit.

Please provide a scanned copy of your signed and notarized Affidavit

Type ATTACHMENT
Is Required Y

Did you upload a scanned copy of your signed Affidavit?

Type YES/NO

Is Required Y

VENDOR INFORMATION FORM

Description: Bidder/Offeror to submit scanned, signed Vendor Information Form.

Please provide a copy of the completed Vendor Information Form

Type ATTACHMENT

Is Required Y

Did you upload a scanned copy of your Vendor Information Form?

Type YES/NO

Is Required Y

Documents:

AFFIDAVIT 2022.pdf

Vendor-Contractor Information Sheet.pdf

RFP22000087_EXHIBIT A_DPW Survey Report 2019.pdf

RFP22000087_EXHIBIT B_Internal and External Survey.pdf

RFP22000087_EXHIBIT C_SAMPLES.pdf

RFP22000087 COST PROPOSAL.pdf

Item Specifications

Solicitation has been designated as having no line items.

