

Anne Arundel County
REQUEST FOR PROPOSALS
RFP No. 10-087R
PERSONAL COMPUTER, LAPTOP, AND PRINTER TECHNICAL SUPPORT SERVICES



ANNOUNCEMENT

ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland

Personal Computer, Laptop, and Printer Technical Support
RFP NO. 10-087R
NOTICE TO OFFERORS

Specifications and Proposals for providing the subject items or services are available at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **3:00 P.M.**, local time, **FRIDAY, November 5, 2010**, at the same location after which they will be acknowledged. **Proposals received after the above-referenced time set for opening will be rejected and returned unopened.**

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

****IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to the deadline for submitting a Proposal. It is the potential Offeror's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to Proposal due date, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.**

A Pre-Proposal Conference has been scheduled for October 20, 2010, at 10:00 a.m. at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, First Floor, Personnel Training Room, Annapolis, Maryland 21401. All Offerors are strongly encouraged to attend. This RFP will be discussed, and Offerors' questions will be answered. **Offerors should register for the Pre-Proposal Conference at least 48-hours in advance of the meeting date and time by contacting the Diana Cox at 410-222-7668. If no Offerors register, the meeting may be cancelled without further notice to the Offerors.** Due to the expected high turnout, attendance may be limited to one (1) representative per Offeror.

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

Note: Questions concerning this RFP should be directed to Diana G. Cox, Asst Purchasing Agent, (410) 222-7668.

William L. Schull, C.P.M., CPPB
Purchasing Agent

October 1, 2010

SOLICITATION CHECK LIST

This Checklist is Provided for Your Convenience

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

MANDATORY REQUIREMENTS

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

- (A) Proposal Deposit
- (B) Qualifications/Experience Questionnaire
- (C) Technical and Cost Proposals

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Vendor Information Form

Firm Name: _____ Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.) _____
Federal Tax Identification No./SS#: _____
Street Address: _____
City and State: _____ Zip Code _____
Business Phone: _____ Date: _____
Fax Number: _____ Terms of Payment: _____
Contact Name and Title: _____
Email Address: _____
Website Address, if available: _____

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

(*See Section 5.4 Corporation Registration)

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

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

- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N
MBE Designations ☐ Black Male ☐ Black Woman ☐ Women ☐ Asian ☐ Hispanic ☐ None

Printed Name and Title of Agent: _____

Signature of Agent*: _____
(*See Section 1.6.11 – Signatures Required for Legal Entities)

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1.0 GENERAL INFORMATION AND SPECIFICATIONS

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

1.1 Introduction

- 1.1.1 Anne Arundel County, Maryland ("County") is soliciting proposals from qualified providers of Personal Computer, Laptop, and Printer Support Services.
- 1.1.2 There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.
- 1.1.3 The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror.

1.2 Term of Engagement

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

The term of the Contract shall be for a period of one (1) year commencing on or about January 1, 2011, with the option to renew the Contract for up to four (4) additional one-year periods at the sole option of the County. Any one-year renewals shall be subject to the availability and appropriation of County funds.

1.3 Subcontracting

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

1.4 Request for Clarification of Requirements

Prospective Offerors may make a written request concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Questions shall be submitted in writing or by fax on Offeror's letterhead. E-mailed questions will be accepted only if a confirming receipt has been received from the County and includes Offeror's company information.

Direct all requests and correspondence in writing to:

Anne Arundel County Purchasing Division
Attn: Laura Brown, Buyer II
Office of the Purchasing Agent
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401
Fax: (410) 222-7624

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All envelopes containing questions shall be clearly marked "Inquiry for RFP, No. 10-087R Personal Computer, Laptop, and Printer Technical Support" to facilitate handling and distribution.

1.5 Time Requirements

1.5.1 Proposed Calendar

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

Request for Proposal Issued	October 1, 2010
Pre-Proposal Conference	October 20, 2010, at 10:00 am local time
Deadline for submitting request for clarification of requirements	October 27, 2010, at 12:00 p.m., local time
Proposal Closing Date/Time	November 5, 2010, at 3:00 pm, local time
Successful Offeror Notified	December 1, 2010 (approximate)
Contract Start Date	January 1, 2011 (subject to change)

1.5.2 Pre-Proposal Conference

1.5.2.1 A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 10:00 am on October 20, 2010, at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, First Floor, Personnel Training Room, Annapolis, Maryland, 21401, to answer questions about the RFP and the goods or services to be provided hereunder. Both verbal and written questions will be accepted during the Conference. While attendance is not mandatory, all Offerors are encouraged to attend. All interested parties shall be provided with a copy of the minutes of the Pre-Proposal Conference by addendum.

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

1.5.2.3 Offerors should register for the Pre-Proposal Meeting at least 48-hours in advance of the meeting date and time by contacting Diana Cox at 410-222-7668 or via email at diana.cox@aacounty.org. If no Offerors register, the meeting may be canceled without further notice to the Offerors. Due to the expected high attendance, we ask that only one (1) representative per offeror attend the scheduled pre-Proposal meeting.

1.5.3 Clarifications

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 in writing. Written or faxed requests for clarification of the requirements shall be received in the County Purchasing Office no later than October 27, 2010, at 12:00 p.m. to ensure adequate time to prepare responses.

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1.5.4 RFP Closing Date

1.5.4.1 Technical Proposals and Cost Proposals, separately sealed and prominently marked, shall be received in the County Purchasing Division, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401 no later than November 5, 2010, at 3:00 pm, local time. There will be no public opening. Proposals submitted in response to this RFP are irrevocable for 120 days after the RFP closing date.

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

1.5.4.3 Submissions shall be clearly identified on the outside of the packet as Proposals for the Anne Arundel County RFP No. 10-087R Personal Computer, Laptop, and Printer Technical Support. Proposals will not be accepted by facsimile or e-mail transmission.

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

1.6 General Information for Offerors

1.6.1 Communications

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

1.6.2 Reservations

1.6.2.1 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.

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

1.6.2.3 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.

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1.6.2.4 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.

1.6.2.5 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.

1.6.3 **Addenda**

1.6.3.1 ****IMPORTANT NOTICE****: The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at www.aacounty.org/CentServ/Purchasing/index.cfm to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.

1.6.3.2 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.

1.6.4 **Disclaimer**

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

1.6.5 **Economy of Preparation**

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

1.6.6 **Incurred Expenses**

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

1.6.7 **Acceptance of Terms and Conditions**

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

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1.6.8 Public Information Act Notice

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

1.6.9 Evidence of 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.

1.6.10 Ownership and Retention of Records

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

1.6.11 Signatures Required for Legal Entities (for Contracts Exceeding \$150,000)

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

TYPE OF LEGAL ENTITY:

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

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Limited Liability Company / Corporation ("LLC" or "LC")	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships ("L.L.P." or "LLLP")	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

1.7 Executive Order #24

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

1.8 Substitutes

- 1.8.1 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.
- 1.8.2 For all items not designated "no substitutes", the County will consider a "County-approved equal". 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.

1.9 Material Safety Data Sheets

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a material safety data sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Offeror. This requirement also applies to any goods used by the Successful Offeror when providing a service to the County.

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1.10 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 are 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.

1.11 Law 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.

1.12 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.

1.13 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.

1.14 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.

1.15 Warranty and Service

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

1.16 Delivery/Installation of Goods and/or Services

1.16.1 Successful Offeror shall guarantee delivery of goods and/or services to the County as proposed, between the hours of 8:00 a.m. and 4:30 p.m., local time, Monday through Friday, including Service Reduction Days. Services provided on County holidays will be at the holiday hourly rate. Service Reduction Days are temporary and depend on the state of the economy. They are only planned for the current fiscal year July 1, 2010, through June 30, 2011. No decision has been

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made to have Service Reduction Days in future fiscal years. However, the County reserves the right to incorporate additional Service Reduction Days into this Contract if they are imposed in future fiscal years. The planned Service Reduction Days through June 30, 2011 are:

- November 24, 2010 – Wednesday before Thanksgiving
- December 23, 2010 – Thursday before Christmas Holiday
- April 25, 2011 – Monday after Good Friday
- May 27, 2011 – Friday before Memorial Day

Although the County will be closed on Service Reduction Days, there may be instances where the Successful Offeror may be required to provide service on these days. These will be considered regular work days for this Contract and will be treated as such in regards to payment, etc.

County holidays are as follows:

New Year's Day
Martin Luther King's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Election Day, for election years only
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

- 1.16.2 Successful Offeror shall state the number of calendar days required to deliver each item to the County following notification of an award.
- 1.16.3 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 purchases, and if applicable, the name, model, and serial number.
- 1.16.4 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.
- 1.16.5 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.

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1.17 Bid Deposit

- 1.17.1 A Proposal Deposit of \$5,000.00 in the form of a certified check or Proposal Bond shall be required. Failure to submit a Proposal Deposit with Proposal shall nullify the Proposal.
- 1.17.2 A Proposal Deposit shall be in the form of a certified check (made payable only to Anne Arundel County, Maryland) or Proposal Bond. Failure to submit a Proposal Deposit shall result in a rejection of the Proposal. A certified check made payable to anyone other than, or in addition to, Anne Arundel County, Maryland, shall be null and void and shall result in rejection of the Proposal.
- 1.17.3 Proposal Deposits will be returned to unsuccessful Offerors upon the award of the Contract. The Proposal deposit will be returned to the Successful Offeror upon execution of a Contract, the meeting of bond requirements, and the Successful Offeror has provided all required documents.
- 1.17.4 Nonperformance by a Successful Offeror, or its failure to execute the agreement, meet bond requirements and provide all required documents within ten (10) business days after the award may result in the Proposal Deposit being forfeited to the County as liquidated damages.

1.18 Returned Goods Policy

- 1.18.1 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.
- 1.18.2 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.
- 1.18.3 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.
- 1.18.4 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.

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2.0 NATURE OF SERVICES REQUIRED

2.1 General

Anne Arundel County, Maryland, is soliciting Proposals from qualified providers of Personal Computer, Laptop, and Printer Support Services. The County intends to contract with a firm to provide supplemental Help Center technical support services. The County intends to select a firm with technical expertise to provide Help Desk and Personal Computer ("PC") technical services. These services will supplement existing County staff. This is not intended to include any Network Technical Support Services.

The County expands and upgrades its installed base of PC and end-user equipment on a continuous basis. The County has approximately 3,800 PCs using Microsoft operating systems running on Ethernet topologies. Typical work shall include installing, configuring, and maintaining user PCs, laptops, and printers. Changes also include upgrading operating systems and ancillary supporting applications, such as the latest upgrades for NetWare, Group Wise, and Windows, as well as on going hardware changes, special projects, and customization according to individual organizational requirements. The bulk of this work will be desktop or laptop-based.

The Successful Offeror shall provide technical support for PCs, laptops, and printers to supplement work carried out by the County, upgrading and configuring client personal computers, troubleshooting and diagnostics, routine maintenance, and related duties. The work shall be performed at the request of and be overseen by the County Office of Information Technology ("OIT") for a variety of County agencies. Work is to conform to methods and procedures prescribed by OIT.

2.2 Scope of Work to be Performed

The Successful Offeror shall perform all services required thoroughly and professionally. The Successful Offeror shall provide one (1) Senior PC Technician, performing as the Supervisor of the Offeror's staff and as a working Desktop Technician and up to six (6) full-time on-site desktop technicians (the number of technicians may vary based on workloads and budget considerations). The technicians shall adhere to established daily starting and ending times and shall be required to travel to various County buildings on a regular basis.

Activities during the workday shall be confined to tasks associated with County assignments. Prolonged periods of time in activities that are not work associated with County tasks are to be considered non-billable periods. If it is necessary for a team member to provide support via telephone or any other means to another account, that time shall not be billable time to the County.

The normal requirement shall be for one Senior Technician and up to six (6) full-time desktop technicians. There may be times when it will be necessary to have additional technicians and possibly fewer technicians; this will be dictated by workload and budget considerations. There may be requirements to have technicians of different levels of skills and experience for special situations.

The technicians shall work under the direction of OIT. Tasks required may include, but are not limited to:

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- PC software installation, configuration, and problem resolution on client PCs, laptops, and printers. Examples are Novell NetWare, Novell Group Wise, Windows XP, Microsoft Office, Symantec Anti-Virus, TCP/IP, Hummingbird 3270 emulation, and Oracle (J.D. Edwards) EnterpriseOne, as well as other applications and products.
- PC hardware installation, configuration, and problem resolution on client PCs. Examples are hard drives, CD ROM drives, memory, processors, modems, sound boards, print drivers, and other products. Dell desktops are the current County standard. Laptops are either HP or Dell. The County printer standard is HP and Dell.
- Peripheral equipment installation, configuration, and problem resolution for items such as printers (both workstation and networked), printer sharers, interactive UPS systems, Palm Pilots, scanners, and other Personal Computer attached devices (wired and wireless).
- Help Desk telephone support.
- Familiarity with Front Range (H.E.A.T.) Help Desk call tracking software.
- Demonstration and training of proper use of system components to end-users. Where required, documentation may be required to be written in non-technical terms.
- Technical advice to County staff concerning products or techniques related to desktop technology that will be beneficial to the County. Examples are: plans for staying current technically and providing telephone technical support for OIT.
- See Appendix A for a listing of the Counties IT standards which are subject to change without notice.

2.3 Blanket Order Release

- 2.3.1 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 or provide any service to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.
- 2.3.2 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.

2.4 Technical Proposal Submission

The Offeror's Technical Proposal shall present the technical elements of the Proposal and shall consist of the following sections:

- 2.4.1 Qualifications/Experience Questionnaire – The Offeror shall submit the attached questionnaire in addition to their technical proposal.
- 2.4.2 Corporate Overview – The Offeror shall present an overview of the Successful Offeror's organization and shall include the firm name; address; phone and fax numbers; firm history; state and federal registration numbers; name, title,

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address, and phone number of the firm's representative for the Technical Proposal.

2.4.3 Qualifications and Experience – The Offeror shall have a minimum of five (5) years experience providing personal computer, laptop, and printer technical support services and shall describe its track record in providing support services comparable to those specified in this RFP, as well as other information relevant to the County's ability to make a determination as to the ability of the Offeror to meet all requirements. Minimum qualifications for PC Technicians should include the following:

- Two years of course work with an AA certificate in Information Technology or Computer Sciences from an accredited college, supplemented by courses in computer system administration or a related field; considerable experience (2 years plus) in technical support and maintenance of personal computers, including the configuration and troubleshooting of hardware and software.

2.4.4 Written Responses–The Offeror's Technical Proposal shall consist of a statement of understanding concerning the objectives of the solicitation and how the objectives may best be accomplished. It also shall contain the Offeror's written responses as specified in this RFP. The Offeror shall ensure that each of the written response requirements of the RFP is clearly and completely discussed in this section of the Technical Proposal.

2.4.5 Required Forms – The Offeror shall include all completed, non-cost related forms as specified in this RFP.

2.4.6 The response to this RFP shall include:

- Resumes of key management personnel that will be responsible for interacting and coordinating the work plan with the County, and their role in accordance with this Contract;
- A complete description of materials and information that the County will need to supply;
- Evidence of extensive high quality desktop PC, laptop, and printer support experience in a technical environment similar to the County's, as confirmed by Maryland area customer references provided to the County (evidence shall be furnished in the form of an overview of the service provided, length of time the service was or has been given, and if the service is currently being supplied);
- Ability to respond promptly (two (2) hours or less for emergencies) to County work orders as evidenced by the extent of company resources available, and by location of company support staff and facilities in proximity to Annapolis, Maryland (this ability to respond quickly is not limited to normal working hours. It is inclusive of seven days a week, 24 hours a day coverage);
- Ability to provide technicians to be on-site for uninterruptible, long-term assignments; and

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- Ability to provide a highly qualified and experienced Senior PC Technician who will be the on-site Supervisor for the Offeror's staff and performs as the liaison between the Offeror and the Anne Arundel OIT Department (this person shall also be a working Technician).

2.4.7 All on-site technicians shall be provided a cell phone by the Offeror that is accessible by Anne Arundel County OIT personnel.

2.4.8 References:

- (1) Customer references - Provide a minimum of three (3) references other than Anne Arundel County Agencies to which technical support for personal computers have been provided within the last three (3) years. Document the number and types of customers serviced, technical staff size, location, skills, training, and experience.
- (2) Trade references - Provide a list of trade and credit references. Identify suppliers and distributors with which you have dealt. This information is to evaluate financial and business capacity.
- (3) Provide a current Balance Sheet and Financial Summary Statement.
- (4) If the Successful Offeror has had a Contract terminated for default during the past five (5) years, all such incidents shall be described. Termination for default is defined as notice to stop performance due to Successful Offeror's non-performance or poor performance and the issue was either (a) not litigated, or (b) litigated and such litigation determined the Successful Offeror to be at fault.
- (5) Submit full details of all terminations for default experienced by the Successful Offeror during the past five (5) years including the other party's name, address, and telephone number. Present the Successful Offeror's position on the matter. The County will evaluate the facts and may at its sole discretion, reject the Successful Offeror's Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Successful Offeror.
- (6) If no such terminations for default have been experienced in the past five years, so indicate. Failure to disclose such terminations will be considered grounds for rejection of the Successful Offeror's Proposal.
- (7) The County shall have the right to verify any information furnished in response to items (1) through (6) above. All references shall include Company Name, Address, Telephone Number, and Contact Person. Furnishing of the contact information authorizes the County to contact the referenced organization for the purpose of determining the technical competence and business strength of the Offeror.

2.5 Background Checks

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

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

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

2.6 Responsibility Requirements of Successful Offeror

Offeror shall meet the requirements stated below in order to be considered for the award of Contract:

- Have a satisfactory record of past performance.
- Have the productive capacity to perform work.
- Have successfully performed contracts similar in nature and dollar value within the past three (3) years.

With Offeror Proposal Submission, the Offeror shall submit data that will support the above. Failure to do so will be cause for rejection of the Proposal. This is the sole view reviewers will have to support the Proposal of the Offeror, even if past knowledge is at hand, evaluation will be based on the materials submitted with the Proposal.

The Successful Offeror shall be responsible for providing all tools, test equipment and instruments, documentation, and other materials for its own use, at no cost to the County. It may be necessary at times for the Successful Offeror to use CDs, diskettes, and tools provided by the County. The Successful Offeror shall be responsible for replacement of any item broken or lost while in its use.

2.7 Work Order

All work shall be performed by the Successful Offeror in accordance with written or oral instructions issued by OIT. Time and materials used for performance of such work shall be documented to OIT. The Successful Offeror shall begin work at a time agreeable to all parties, as will be daily starting and departing times. Time sheets reflecting the hours worked per day and the project worked on will be reviewed and signed by OIT weekly. The Successful Offeror may be required to provide two (2) hours or less response time to emergency situations such as a file server failure. The Successful Offeror may be required to perform work after business hours or on weekends, County holidays, and Service Reduction Days. The Successful Offeror may be required to provide periodic on site support for personal computer equipment and troubleshooting. The County shall have the right to inspect, test, and approve all work underway or completed as a prerequisite for payment.

2.8 Time of Performance

The Successful Offeror shall perform the services required in this Contract within the term of the Contract and within guidelines established through the work assignments. The Successful Offeror shall provide a means of contact so that seven day, 24-hour coverage can be provided as required.

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2.9 Standards

OIT shall provide the technical standards (See Appendix A) applicable to any work performed by the Successful Offeror. Standards will include directory structures to be followed at file servers, user PCs, and software installation. In addition, the Successful Offeror shall furnish technicians that are fluent in the English language and can converse with County personnel using the acronyms and terminology common to the Information Technology trade.

2.10 Warranties

In addition to any manufacturer, statutory, or other warranties, the Successful Offeror warrants all work performed under this Contract to be professional, workmanlike, free of defects, and meeting the normal standards of the trade. The Successful Offeror also warrants on site all materials and products provided to be new, of the highest quality, and free of defects for a period of three (3) years after installation.

2.11 Cost Proposal Submission

Cost Proposal shall be submitted separate from the Technical Proposal in a sealed envelope marked "Cost Proposal." See Appendix B for cost proposal form. Hourly rate shall include all labor cost, material, installation equipment, tools, insurance, overhead, profit, travel time, mileage, and all other costs to the Successful Offeror, exclusive of all taxes. Prices quoted shall remain firm for the initial term of the Contract.

2.12 Payment for Performance

Cost Proposal shall include the enclosed Cost Proposal Form (Appendix B) indicating the hourly rate for two (2) levels of technicians. Rates shall be provided for regular hours (including Service Reduction Days), overtime hours including evening or weekend work, and County holiday hours. The County Government's business hours are generally 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding County holidays. Hours of service include, but are not limited to:

- On-site work from arrival at the County site to departure. There will be no payment for time spent traveling to or from a job site; mileage shall be paid by the Offeror for travel incurred by their staff.
- Hours of telephone support.
- Hours of work at the Successful Offeror's site such as downloading software or testing hardware.

Rates charged by the Successful Offeror shall be based on the rates quoted on the "Cost Proposal Form" included with this RFP. There are two (2) categories of technicians for which rates are to be quoted. The categories are: PC Technician and Senior PC Technician. The Successful Offeror shall describe the criteria they use to distinguish between each category. If the Successful Offeror does not provide technicians at one or more of these technical levels, it shall be so stated.

If the Successful Offeror provides a technician who is not qualified to meet one of these categories, or is billed at a rate other than the qualified rate, the County has the right to reject the use of that technician or accept the technician at a reduced rate. In all cases, the County reserves the right to review the résumé and interview any technician proposed by the Successful Offeror, to assure the qualifications of the technician for the task at hand. The County at any time has the right to release any technician not

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performing in accordance with the requirements of this RFP.

The County may pay the Successful Offeror for materials provided as specified under the terms previously stated.

The Successful Offeror shall bill the County with monthly invoices itemizing time and materials charges in accordance with this Contract. Payment shall be made only for work completed and approved by the County.

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3.0 THE PROPOSAL

3.1 General Information Required in Offeror's Proposals

3.1.1 Offeror Contact

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

3.1.2 Proposal Response Format

To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection. Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in flat-bound binders with each section divided with an appropriately labeled index tab.

3.2 Proposal Submission

3.2.1 Technical Proposal

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

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

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

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

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.

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- 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 Section 2.
- In accordance with the County Code, Article 8-2-119, please list in your submittal any affiliations with a County employee(s) or official(s). Write “none” if there are no affiliations.
- List the names and addresses of all any affiliated company providing goods or services under the agreement.
- References
- Qualifications/Experience Questionnaire

3.2.2 Cost Proposal

3.2.2.1 The Offeror shall submit an original and five (5) copies of a Cost Proposal in a separate sealed envelope marked as follows:

**COST PROPOSAL FOR
ANNE ARUNDEL COUNTY GOVERNMENT FOR
RFP 10-087R: PERSONAL, LAPTOP, AND PRINTER
COMPUTER TECHNICAL SUPPORT**

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

Anne Arundel County Purchasing Division
Attn: Diana Cox, Assistant Purchasing Agent
Office of the Purchasing Agent
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

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3.3 Technical Proposal Format

3.3.1 General Requirements

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

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

- 3.3.2 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.

3.4 Cost Proposal

3.4.1 Price

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

- 3.4.2 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.

- 3.4.3 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.
- Cost Proposal Form
- 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.

3.4.4 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.

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3.4.5 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:

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

3.5 Changes/Erasures to Proposals

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

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

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

3.7 Proposal Modifications or Withdrawal

- 3.7.1 A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing.
- 3.7.2 Technical Proposal modifications shall be worded in a manner that does not reveal cost data.
- 3.7.3 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.
- 3.7.4 No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.

3.8 Content

- 3.8.1 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.
- 3.8.2 Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

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3.9 Conflict of Interest

- 3.9.1 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.

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

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4.0 EVALUATION PROCEDURES

4.1 Evaluation Committee

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

4.2 Review of Proposals

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 The County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.
- 4.2.4 The Contract will be awarded to the Offeror with the highest score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

4.3 Evaluation Criteria

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

4.4 Oral Presentations

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

4.5 Best and Final Offers

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

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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.

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

4.6 Final Selection

It is anticipated that an Offeror will be selected on or about December 1, 2010. Following notification of the Offeror selected, it is expected a contract will be executed between both parties on or about January 1, 2011, and services will commence on or about January 1, 2011. These dates are subject to change.

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5.0 GENERAL TERMS AND CONDITIONS

5.1 Disputes

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

5.2 Equal Employment Opportunity

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

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

5.3 Insurance

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

5.3.1 Commercial General Liability

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

5.3.2 Business Automobile Liability Insurance

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

5.3.3 Workers' Compensation Insurance

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

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

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5.3.5 Professional Liability Insurance

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

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

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

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

5.4 Corporation Registration

5.4.1 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.

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

5.5 Audit of the Successful Offeror

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

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

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in

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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.

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

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

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.

5.7 Exceptions to Specifications

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

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

5.7.3 All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The County shall determine if listed deviations and exceptions are accepted or rejected. Any deviations and exceptions not listed as required are deemed rejected.

5.8 Termination Process

5.8.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing 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.

5.8.2 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.

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5.8.3 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.

5.8.4 Termination for Cause:

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

5.9 Liquidated Damages

5.9.1 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.

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

5.10 Headings

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

5.11 RFP Text Emphasis

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

5.12 Optional Use of Contract

5.12.1 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,

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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.

- 5.12.2 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 RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

5.13 Parent Company

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

5.14 Assignment and Delegation

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

5.15 Indemnification

If a Contract is awarded, the Successful Offeror shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and 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.

5.16 Applicable Law

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

5.17 Conditions for Purchasing Elsewhere

5.17.1 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.

5.17.2 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.

5.18 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

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officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the County may be found jointly or solely liable.

5.19 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.

5.20 Damage to County Facilities, Buildings, or Grounds

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

5.21 Liability of County

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

5.22 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.

5.23 Price Adjustments

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

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

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

5.24 Agreement

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

5.25 HIPAA

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the County based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

5.26 Confidential and Proprietary Information

5.26.1 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.

5.26.2 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.

5.26.3 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.

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Appendix A
Anne Arundel County IT Standards

Desktop:

- | | |
|---|--|
| <ul style="list-style-type: none">• Operating system• Hardware | <p>Microsoft Windows XP</p> <p>Dell or Hewlett Packard Pentium PC's and Laptop's</p> |
|---|--|

Productivity Applications:

- | | |
|--|--|
| <ul style="list-style-type: none">• Word processor• Spreadsheet• Database• Presentation• Project Management• Email Client• Internet WEB Browse | <p>MS Word (WordPerfect where required)</p> <p>MS Excel (MS Office 2003)</p> <p>MS Access (MS Office 2003)</p> <p>MS PowerPoint (MS Office 2003)</p> <p>MS Project (MS Office 2003)</p> <p>Novell GroupWise 7.0</p> <p>MS Explorer 6.5</p> |
|--|--|

Specialty Applications:

- | | |
|---|--|
| <ul style="list-style-type: none">• Antivirus• 3270 Emulation• AS/400 Emulation• RS/6000 Emulation• GIS | <p>Symantec Antivirus Corporate Edition</p> <p>Hummingbird</p> <p>Client Access</p> <p>Blue Vista & ICE/TCP Emulation</p> <p>ARC/INFO</p> <p>MAPINFO</p> <p>MAP OPTIX</p> <p>County View</p> |
| <ul style="list-style-type: none">• Report Writing | <p>Crystal Reports, QMF, Web Focus</p> |

Servers:

- | | |
|--|---|
| <ul style="list-style-type: none">• Operating System | <p>Microsoft Windows XP</p> <p>Novell Netware</p> <p>AIX</p> <p>OS/400</p> <p>OS/390</p> |
| <ul style="list-style-type: none">• Hardware | <p>Hewlett Packard and Dell</p> <p>IBM RS/6000</p> <p>IBM AS/400</p> <p>IBM Z800</p> |
| <ul style="list-style-type: none">• Backup | <p>Backup Exec</p> <p>AIX</p> <p>OS/400</p> <p>OS/390</p> |
| <ul style="list-style-type: none">• AntiVirus• Security | <p>Norton Antivirus</p> <p>Microsoft XP</p> <p>Netware</p> <p>AIX</p> <p>OS/400</p> <p>RACF</p> |
| <ul style="list-style-type: none">▪ E-Mail | <p>GroupWise</p> |
| <ul style="list-style-type: none">• Databases | <p>Business - DB2 : Geographic – Oracle,</p> <p>SQL Server, ESRI ARC database products</p> |
| <ul style="list-style-type: none">• Communications | <p>Cisco (Hubs, Routers and Switches)</p> |

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APPENDIX B
COST PROPOSAL FORM

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

In accordance with your Announcement and Specifications contained herein and dated October 1, 2010, we wish to quote the following:

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #1a:	PC Technician Regular Rate (including Service Reduction Days if needed)	2000	hours	\$_____	\$_____
Item #1b:	PC Technician Overtime Rate – Includes Evening and Weekends	200	hours	\$_____	\$_____
Item #1c:	PC Technician Holiday Rate	200	hours	\$_____	\$_____
Grand total of Items 1a thru 1c					\$_____
Item #2a:	Sr. PC Technician Regular Rate (including Service Reduction Days if needed)	2000	hours	\$_____	\$_____
Item #2b:	Sr. PC Technician Overtime Rate – Includes Evening and Weekends	200	hours	\$_____	\$_____
Item #2c:	Sr. PC Technician Holiday Rate	200	hours	\$_____	\$_____
Grand total of Items 2a thru 2c					\$_____

--Evaluation of Cost Proposal will be based on the Grand Total for all Items Inclusive (Items 1a through 2c).

--Note: Quantities shown are estimated.

--The person signing the Cost Proposal shall initial any alterations in figures on this form in ink.

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QUALIFICATIONS/EXPERIENCE QUESTIONNAIRE

Submitted to: Anne Arundel County, Maryland

By: _____

Information furnished in response to this Qualifications/Experience Questionnaire Section and any verification made by Anne Arundel County shall provide a basis for determining the responsibility of Offerors. In the event that references are deemed insufficient by Anne Arundel County, the right is hereby reserved to determine the respondent as not responsible which shall cause the rejection of respondent's bid/proposal. Note: Anne Arundel County reserves the right to evaluate the respondent regarding their responsibility and responsiveness including, but is not limited to, other references not listed herein but known to Anne Arundel County, and Dun & Bradstreet Reporting documents.

1. Does the respondent have a minimum of five (5) years' experience providing personal computer, laptop, and printer technical support services?

YesNo
2. Is the respondent able to provide three (3) current references? (Preferably government agencies) in providing Help Desk Personal Computer, Laptop, and Printer Technical Support similar **in scope and complexity** to those described herein? This experience shall be under respondent's legal company name from which this response has been submitted.

YesNo
3. Is the respondent able to provide one (1) Senior PC Technician and up to six (6) full-time on-site desktop technicians with requisite qualifications?

YesNo
4. Has the respondent performed contracts similar in nature and dollar value within the past three (3) years?

YesNo
5. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of any contract by a federal, state or local court or subjected to any penalty, or liquidated damages arising out of poor or nonperformance?

YesNo
6. Has your company ever been debarred from bidding on future County or State Contracts, or any other Local, State or Federal organization for any reason?

YesNo

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7. Has your company ever filed for bankruptcy/receivership or any other similar defalcation?

Yes

No

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete to his best knowledge and belief.

Dated this _____ day of _____, 2010.

Name of Organization: _____

By: _____

(Print Name of Individual Signing Form)

Title: _____

Tax ID No. _____

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AFFIDAVIT

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

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

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

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

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

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

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

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

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

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____, this _____ day of _____, 2010.

(Notary Public)

My Commission Expires: _____

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******SAMPLE AGREEMENT******

AGREEMENT FOR SERVICES # _____

THIS AGREEMENT, made this _____ day of _____, 2010, by and between Anne Arundel County, Maryland (the "County"), and _____ (the "Contractor").

WHEREAS, the County issued Invitation for IFB No. _____, entitled "_____", a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

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

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

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

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

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the "Work").

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

4. The term of this Agreement is _____ through _____. If the term of this Agreement extends beyond the County's current fiscal year, this Agreement is conditioned upon and subject to appropriation and availability of funds for that part of the term of this Agreement that extends beyond the County's current fiscal year.

5. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.

6. The person executing this Agreement on behalf of the contractor certifies that he or she has the legal and organizational authority to do so.

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

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ATTEST:

ANNE ARUNDEL COUNTY,
MARYLAND

Witness Signature

By: Dennis Callahan Date (SEAL)
Title: Chief Administrative Officer

[CONTRACTOR NAME]

Witness Signature

By: Date (SEAL)
Title:

Approved.

Purchasing Agent Date

Approved as to form and legal sufficiency.

Office of Law Date

Approved:

Office of Information Technology Date