

REQUEST FOR PROPOSALS NO. CP016

Centralized Collection Services

ISSUE DATE: May 13,2016

PRE-PROPOSAL CONFERENCE: June 17, 2016 (11:00 am)

PROPOSAL CLOSING DATE: June 30, 2016 (1:00 pm)

This document is available from the Revenue Authority of Prince George's County, 1300 Mercantile Lane, Suite 108, Largo, MD 20774

TABLE OF CONTENTS

I. INTRODUCTION	
Summary Statement	4
Background	4
Submission of Bid Proposal	6
Proposal Closing Date	
Pre-Proposal Conference and Site Visit	6
Questions and Inquiries	7
Proposal Acceptance	7
Notice to Bidders	7
II. GENERAL INFORMATION	
Responsibility	8
Oral Presentations	8
III. SCOPE OF SERVICES	
Scope of Work	9
Vendor Responsibilities	9
Revenue Authority Responsibilities	10
Reporting Requirements	
Terms & Conditions	
Vendor Qualifications & Technical Responsibility	
IV. PROPOSAL SUBMISSION	
Executive Summary	13
The Proposal	13
Background and Experience	14
Submission of Bid Proposal	14
V. EVALUATION AND SELECTION	
Selection Process	15
Evaluation and Selection Committee	
Minority Business Participation Evaluation	15
Proposal Review	15
Proposals Property of RAPGC	15
VI. GENERAL TERMS AND CONDITIONS	
Prevailing Law	
Revenue Authority and County Held Harmless	
Termination for Default	
Termination for Convenience	
Assignment of Contract	
Non-Discrimination	17
Sexual Harassment	17

Arrearages	
Tax Exemptions	17
Contract Alterations	
VII. INSURANCE REQUIREMENTS Insurance	19
Insurance Requirements	
VIII. APPENDICES	
Appendix A	22
Appendix B	23
Appendix C	24
Appendix D	

SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The Revenue Authority of Prince George's County, hereafter referred to as "RAPGC," in order to procure the best value for RAPGC in accordance with specifications and documents herein, is seeking qualified companies to provide collection services for certain delinquent fines, fees and penalties as further described in §3.1 Scope of Work.

This is a non-exclusive requirements-type contract. Services will be provided on an as needed basis over time. Quantities contained herein are for bidding purposes only. They represent RAPGC's best estimate of its requirements; however, the actual quantities required may be more or less.

1.2 BACKGROUND

RAPGC is a quasi-governmental entity that serves as a real estate development and development finance agency, an operator of programs and facilities, and a manager of programs and facilities in partnership with other County agencies.

RAPGC receives citations from various ticket-writing agencies, including but not limited to:

- a. Parking Control Agents & Traffic Enforcement Officers;
- b. Prince George's County Police Department;
- c. Prince George's County Fire Department;
- d. Metro Transit Police.

Once a citation is issued and is forwarded to RAPGC to be entered into the Collection system(s), RAPGC requests the name(s) and address related to each license plate number from the Maryland Motor Vehicle Administration (MVA) and other states.

Violation Notices

When the name and address are received from MVA, a violation notice is generated. The information included on the violation notice is as follows: license plate number, citation number, fine amount, violation date, violation time, date of notice, violation description, violation location, payment amount without penalty, and in certain situations - payment amount in one month with one month of penalty assessed, and payment amount in two months with two months of penalties assessed.

Summary Delinquent Fines, Fees and Penalties

The following table contains sample information about delinquent fines, fees and penalties for the following enforcement programs: (1) Parking Enforcement; (2) Automated Speed Enforcement; (3)

Red Light Camera Enforcement; and (4) False Alarm Reduction citations. It should be noted the following numbers are estimates only based on prior year activity as of April 30, 2016 and bidders should not rely upon these figures as a projection of future violations.

Description	Parking Enforcement	Automated Speed	Red Light Camera	False Alarm Unit	Total
Fine Amount	\$20 - \$500	\$40	\$75 -\$100	\$ 50 - \$200	
Estimate # violations per month	8,439	19,128	5,424	2,349	
Violations that are more than 180 days delinquent	286,846	183,182	151,949	108,922	
Dollar value of citations more than 180 days delinquent	\$ 48,810,173	\$ 7,327,280	\$ 11,332,484	\$ 918,661	\$ 68,388,598
Dollar value of citations less than 180 days delinquent	\$ 2,804,835	\$ 1,812,720	\$ 923,009	\$ 52,025	\$ 5,592,589
Total	\$ 51,615,008	\$ 9,140,000	\$ 12,255,493	\$ 970,686	\$ 73,981,187
In-state violations	185,185	228,500	42,687	112,289	
Out-of-state violations	124,489		27,121	N/A	
Total dollar value of in-state violations	\$ 30,816,541	\$ 9,140,000	\$ 10,221,835	\$ 970,686	\$ 51,149,062
Total dollar value of out-of-state violations	\$ 20,798,467		\$2,033,658	N/A	\$ 22,832,125

Enforcement Tools

- **a.** Penalties are assessed on delinquent parking enforcement citations as follows: The amount owed on an unpaid citation doubles after 30 days. If the citation remains delinquent after 60 days, the amount owed will again double. Delinquent citations other than parking do not face penalties for delinquency.
- **b.** Vehicles with parking enforcement citations that remain delinquent after 90 days may have a flag placed on the vehicle's MVA registration that prohibits the registered owner's ability to transact registration/title work until the citation has been satisfied.
- c. Immobilization and/or impoundment of the vehicle may occur if the registered owner of the vehicle has two (2) or more parking enforcement citations that are more than 90 days' delinquent. Delinquent citations other than parking do not face immobilization and/or impoundment.

1.3 SUBMISSION OF BID PROPOSAL

Each Vendor shall submit one (1) original and five (5) copies of the Proposal. Proposals shall be sealed and plainly marked on the outside of the envelope with the project name, proposers name, proposers address, and proposer's telephone number. Sealed proposals must be received by the Revenue Authority of Prince George's County on or before the proposal due date of **June 30, 2016 1:00 p.m. EST.** ANY PROPOSAL RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Proposals must be received in hard copy form; no electronic proposals will be accepted. RAPGC reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of RAPGC and to negotiate the terms and conditions of any proposal leading to execution of a contract.

All proposals will be reviewed for thoroughness and compliance with the required specifications before any notice of award is made and/or contract negotiation undertaken. Once submitted, the proposal and all supporting and descriptive materials become the property of RAPGC.

1.4 PROPOSAL CLOSING DATE

To be considered, one (1) original and five (5) copies of your proposal must be submitted in a sealed package and sent to:

Revenue Authority of Prince George's County 1300 Mercantile Lane, Suite 108 Largo, MD 20774 Attn: Mark E. Graves

Proposals must be received June 30, 2016 no later than 1:00 p.m. EST. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the due date.

1.5 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference will be held on June 17, 2016 at 11:00a.m. EST:

Revenue Authority of Prince George's County 1300 Mercantile Lane, Suite 108 Largo, MD 20774

While attendance is not mandatory, information presented may be very informative; therefore, all potential bidders are encouraged to attend in order to enhance their understanding of the requirements and to prepare acceptable proposals.

Verbal and written communications (except written addenda issued by RAPGC) by any person(s) at the pre-bid conference, or at any other time or place, will have no effect on, nor otherwise change any term, condition or specification contained herein. Only written addenda issued by RAPGC are recognized as amendments to this solicitation.

If there is a need for sign language interpretation and/or other special accommodations, it is requested that at least five (5) days advance notice be provided.

1.6 QUESTIONS AND INQUIRES

Questions and inquires must be submitted, in writing, prior to and/or during the pre-proposal conference. The mailing address is:

Revenue Authority of Prince George's County 1300 Mercantile Lane Suite 108 Largo, MD 20774 Attn: Kalindi Joshi

Each bidder submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation. To the extent possible, all questions received prior to or during the pre-proposal conference will be answered.

1.7 PROPOSAL ACCEPTANCE

RAPGC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive any minor irregularities. Further, RAPGC reserves the right to make a whole award, partial award, or no award at all.

1.8 NOTICE TO BIDDERS

Before submitting a proposal, bidders shall become fully informed as to the extent and character of the work required and is expected to be completely familiar with the requirements of the solicitation and scope of work. Failure to do so will not relieve the bidders of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the work to be done. It is understood that the submission of a proposal is an agreement with all of the items and conditions referred herein.

Any changes to this solicitation will be posted on website or emailed as an Addendum.

SECTION II: GENERAL INFORMATION

2.1 RESPONSIBILITY

The Evaluation and Selection Committee will make recommendations to the Purchasing Agent for award of the Contract to the bidder whose proposal is determined to be the most advantageous to RAPGC. In determining a bidder's responsibility, RAPGC shall consider:

- a. The ability, capacity and skill of the bidder to provide the service required successfully;
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance of previous contracts or services performed for RAPGC or other customers;
- d. The sufficiency of the financial and operational resources and ability of the bidder to provide the services.

2.2 ORAL PRESENTATIONS

RAPGC reserves the right to conduct individual interviews with the finalists and to request best and final offers from any or all finalists. RAPGC may, but is not required to, negotiate with bidders. When RAPGC elects to negotiate, negotiations shall be conducted with bidders whose proposals fall in the competitive range. The competitive range includes those proposals whose price and technical factors are such as to give them a reasonable chance of winning the award. Such bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to the technical and price aspects of proposals so as to ensure RAPGC's full understanding of proposals. No bidders shall be provided information about any other bidder's proposal, and no bidder shall be assisted in bringing its proposal up to the level of any other proposal.

SECTION III: SCOPE OF SERVICES

3.1 SCOPE OF WORK

Proposals shall include complete specifications and details for all services and equipment proposed. All bid items shall conform to the highest standard of service in accordance with the specifications proposed.

The intent and purpose of this Request for Proposals is to select a best-of-class collection agency firm, ("Vendor") to provide RAPGC with collection services for certain delinquent parking, traffic enforcement and false alarm fees, fines and penalties on behalf of RAPGC. The Vendor shall have the capacity to assemble a team of various collection-agencies (hereafter referred to as Collection Team) to provide collection services. The Vendor will serve in the capacity as the "Managing Collection Agency". It is RAPGC's expectation that the Managing Collection Agency will manage and direct all members of the Collection Team. The Managing Collection Agency will be responsible for payment of services to the Collection Team. RAPGC shall be held harmless by the Managing Collection Agency and the Collection Team.

In addition to collection services, the selected Vendor shall develop a systems interface to coordinate the secure electronic transfer of data between the Vendor and RAPGC, and other RAPGC vendors who issue citations as applicable and the maintenance of account information and reports.

The scope of work shall include, but not be limited to:

- a. Assisting RAPGC with the collection of delinquent parking, traffic enforcement and false alarm fines, fees and penalties.
- Developing a systems interface to coordinate the secure transfer of data between the Vendor and RAPGC for data transfer; electronic transfer and maintenance of account information and reports;
- c. Maintaining a positive relationship with the Collection Team and the public.

On a monthly basis, RAPGC will provide the Vendor with a list of all delinquent items that are 181 days and older. Upon receipt of the list, the Vendor shall disperse the list to a member of the Collection Team to start the collection process.

3.2 VENDOR RESPONSIBILITIES

The Vendor, through management of the Collection Team, shall assist RAPGC with collecting certain delinquent Parking Enforcement, Automated Speed Enforcement, Red Light Camera Enforcement and False Alarm fines, penalties and fees that remain delinquent at least 180 days after the day of the initial notification by RAPGC.

- a. The Vendor must have the ability and equipment to pursue in-state, as well as out-of-state and out-of-country delinquent accounts.
- b. Vendor shall verify that all collection and litigation correspondence sent to customers and

- telephone scripts are in accordance with all federal, state and local regulations regarding debt collection practices and are approved by an attorney or state licensing agency specializing in the legalities of debt collection.
- c. Vendor shall provide a toll-free number that customers can use to contact the Vendor, and Vendor's phone system must be capable of handling large volumes of incoming calls without loss or disruption.
- d. Vendor shall not accept payments from customers desiring to settle current, non-delinquent obligations, but will direct those customers to make payment to the:

Revenue Authority of Prince George's County 1300 Mercantile Lane Suite 108 Largo, MD 20774

- e. Vendor shall not litigate or compromise any disputed bill for less than full value.
- f. Vendor shall not negotiate a payment plan with a delinquent account that affects the accrual of additional monthly penalties.
- g. Vendor shall submit any disputed account to RAPGC for review and research before continuing with the collection process.
- h. Vendor shall refer any bill it deems to be collectible through litigation to RAPGC on a monthly basis for further collection.
- i. Vendor shall return any uncollected delinquent account, previously assigned to the Vendor by RAPGC, back to RAPGC at RAPGC's direction.
- j. Vendor shall obtain RAPGC approval for a system test plan within 30 days of contract award.
- k. Vendor shall begin its collection efforts no later than 60 days following notification of contract award or receipt of a Purchase Order, whichever is later.
- I. The Vendor shall provide and pay for all labor, materials, vehicles, parts, equipment, time, travel, lodging, delivery, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of RAPGC.

3.3 REVENUE AUTHORITY RESPONSIBILITIES

- a. RAPGC shall approve the Vendor's account manager who shall have at least a Bachelor's degree in business, or an associated field, and have a minimum of five years' experience in debt collection, and two years in a management capacity.
- b. RAPGC shall handle all litigation related to the underlying infraction(s), as needed.
- c. RAPGC shall review and have final editorial approval of all printed formats of collection notices, telephone scripts, and methods used by the Vendor for collection of past due citations.
- d. RAPGC shall provide data as of April 30, 2016 and any future data in a fixed length, flat file to the Vendor each month via S/FTP, upon completion of the backlog of citations.

e. RAPGC shall be the sole recipient for all payments made to satisfy delinquent citation fines, penalties and fees under this contract. All payments for delinquent fines, penalties and fees shall be made directly to the:

Revenue Authority of Prince George's County 1300 Mercantile Lane Suite 108 Largo, MD 20774

- f. The file layout for account placement with the Vendor and the regular daily transaction layout will be in a mutually agreed upon format appropriate for electronic transfer.
- g. RAPGC shall report monthly to the Vendor all payments received directly by RAPGC from customers whose accounts have been placed with the Vendor for collection.
- h. Not later than the end of the calendar month, RAPGC shall issue payment to the Vendor for all payments received from customers whose accounts have been placed with the Vendor for collection of fines, penalties and fees during the prior month, at the Vendor's fee collected percentage as indicated in the contract.

3.4 REPORTING REQUIREMENTS

Vendor shall submit standard electronic reports to RAPGC as noted below:

- a. Acknowledgement Report issued monthly;
- b. Cancel and Return Report Inventory Listing issued weekly.
- c. Inventory Listing issued weekly.
- d. Other reports that may directly relate to the scope of services or other such reports mutually agreed upon as needed.

3.5 TERMS AND CONDITIONS

PAYMENT TERMS

Vendor's invoices must show RAPGC's full current Purchase Order number (and Release number, if applicable) as issued to the Vendor.

Original invoice must be sent to the address below.

Revenue Authority of Prince George's County ATTENTION: Mark Graves 1300 Mercantile Lane Suite 108 Largo, MD 20774 **TERM OF AGREEMENT**

Effective Date: Date of contract execution.

Expiration Date: Three (3) years from the execution date.

Renewals: The contract shall contain an option to renew, on the same terms and conditions, for two (2), one-year terms at the sole discretion of RAPGC.

Transition at Termination: During the transition period at the termination of this contract, this contract may be extended for an additional sixty (60) calendar days on the same pricing, specifications, terms and conditions contained herein at the sole discretion of RAPGC.

PRICING

Each bidder shall include a fixed percentage (%) on the bid page(s) as required thereon. The compensation determined from the fixed percentage must include start-up, installation, conversion and any and all costs pertinent to this contract. See the Bid Price Sheet in Appendix 'B' of this solicitation.

RAPGC will pay, and the Vendor shall accept, the unit price stipulated in the specifications and bid sheets attached hereto for the quantity actually provided, as full compensation for furnishing and delivering the product(s)/service(s). These unit prices shall also cover the cost of all tools, labor, transportation, material as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things used in connection with this solicitation/contract.

All bid submissions, including bid prices/rates, shall remain fixed and valid for a period of not less than 120 days following the bid opening.

The fixed percentage (%) shall remain firm and fixed for the full term of the contract including renewals thereto. All unit prices shall remain firm and fixed for the full term of the contract, including renewals thereto. There shall be no price escalation or adjustment.

Any Cash Delivery/Payment Discount, such as 2%-20 Net 30, will be applied at the time of payment. Cash Discount(s) offered will only be used in breaking a tie bid. Minimum terms will be Net 30.

3.6 VENDOR QUALIFICATIONS & TECHNICAL RESPONSIBILITY

Bidder shall be an established company whose core business is that of "debt collection services" and has been in the business of supplying the governmental services specified herein, for at least ten (10) years.

12

SECTION IV: PROPOSAL SUBMISSION

4.1 EXECUTIVE SUMMARY

The bidder shall submit an Executive Summary that explains the bidder's understanding of RAPGC's intent and how the bidder will achieve these objectives. The summary should discuss the bidder's plan for implementing and ensuring all required services provided for in this solicitation. A detailed implementation plan for program start-up with dates and major milestones, deployment process, and a performance plan. This section should highlight aspects of this proposal that make it superior or unique in addressing the need of RAPGC.

4.2 THE PROPOSAL

Bidder shall provide the following sections in their proposal.

- a. A detailed description of how the Bidder would proceed on collections of accounts indicating the time frames for each step.
- b. A description of the firm that should include its organization, size, and nature of the general services, office facilities available, and describe any special equipment, software, etc., that will assist in fulfilling the services required herein.
- c. A description of the audit system to be used to monitor contract activity and performance, including the extent of recordkeeping and accountability for individual accounts.
- d. A description of the bidding firm's current commitments: number of contracts, volume and size, number of customers, and the percentage of total volume of each.
- e. A description of the bidding firm's capabilities to receive and send data in a secure format.
- f. A detailed description of the bidding firm's current collection rate for the same or similar types of collection services their firm provides. Collection rate is defined as the percentage of the total delinquent accounts portfolio the debt collector is typically able to collect.
- g. A maintenance plan including a maintenance agreement that will cover all systems and/or software support. The maintenance plan must focus on preventative maintenance, including without limitation, include troubleshooting, installing upgrades, training and routine checks to achieve maximum performance. This section should also include information about any warranties and training for use of the proposed system, the location of the Proposer's service center and detailed information on expected response time for repairs or maintenance.
- h. A transition plan for use at the expiration or termination of the Agreement. This plan should demonstrate the transfer of all program data to RAPGC or its designee.
- i. All costs associated with the project and each component part of the desired system, such as labor, materials, vehicles, parts, equipment, time, travel, lodging, delivery, employee payroll and benefits and other supplies and services.
- j. Provide copies of all required insurances.

k. Submit completed Bid Sheet (see Appendix B).

4.3 BACKGROUND AND EXPERIENCE

The bidder shall provide the following:

- a. A summary describing the bidder's area(s) of expertise and resource capabilities as they relate to this proposal.
- b. A listing of similar sized customers that the bidder has performed service for.

4.4 SUBMISSION OF BID PROPOSAL

Each Vendor shall submit one (1) original and five (5) copies of the Proposal. Proposals shall be sealed and plainly marked on the outside of the envelope with the project name Centralized Collection Services, proposers name, proposers address, and proposer's telephone number. Sealed proposals must be received by the Revenue Authority of Prince George's County, 1300 Mercantile Lane, Suite 108 Largo, MD 20774, on or before the proposal due date of June 30, 2016 (1:00 pm EST). ANY PROPOSAL RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Proposals must be received in hard copy form; no electronic proposals will be accepted. RAPGC reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of RAPGC and to negotiate the terms and conditions of any proposal leading to execution of a contract.

All proposals will be reviewed for thoroughness and compliance with the required specifications before any notice of award is made and/or contract negotiation undertaken. Once submitted, the proposal and all supporting and descriptive materials become the property of RAPGC.

SECTION V: EVALUATION AND SELECTION

5.1 SELECTION PROCESS

A contract will be awarded to the firm whose proposal best meets with RAPGC's requirements and whose pricing is in the best interest of RAPGC.

5.2 EVALUATION AND SELECTION COMMITTEE

An Evaluation and Selection Committee will evaluate all proposals received by the closing deadline. Proposals will not be opened publicly.

5.3 MINORITY BUSINESS PARTICIPATION EVALUATION

The evaluation of the MBE participation will constitute up to 15% of the maximum evaluation scoring.

In order to obtain "points" in the evaluation, "prime Vendors" must subcontract more than the 25% of the proposal to a Certified Minority Business.

If a Certified Minority Business proposed to subcontract 50% or more of the work to non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this particular solicitation.

The bidder shall demonstrate MBE status by providing a copy of its current MBE certification letter from the Prince George's County Office of Central Services' Supplier Development and Diversity Division (SDDD).

5.4 PROPOSAL REVIEW

Based on the Evaluation Committee's initial review of the proposals, RAPGC may invite, without cost to itself, the highest-ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process.

Only those bidders who are deemed to have the reasonable potential of being selected for award may be offered the opportunity to participate in this process.

5.5 PROPOSALS PROPERTY OF RAPGC

All proposals submitted in response to the Request for Proposals will become the property of RAPGC.

SECTION VI: GENERAL TERMS AND CONDITIONS

The following standard General Conditions of Contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

6.1 PREVAILING LAW

The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland.

6.2 THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY HELD HARMLESS

It is agreed that the Vendor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons by reasons of the Vendor's negligent act or omission, or failure to perform any of the obligations which this contract obligates them to perform, and the Vendor hereby agrees to indemnify, defend and hold RAPGC harmless from any actual or alleged claims, loss, costs, damages and other expenses suffered or incurred by RAPGC by reason of the Vendor's negligent act or omission or failure to perform any of the said obligations. The Vendor must take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting from the performance of their work described herein.

6.3 TERMINATION FOR DEFAULT

If the Vendor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, RAPGC may terminate the contract by written notice to the Vendor. The written notice shall specify the acts or omissions relied on as cause for termination. RAPGC shall pay the Vendor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Vendor's breach. If the damages are more than the compensation payable to the Vendor, the Vendor shall remain liable after termination, and RAPGC can affirmatively collect damages or deduct from monies due the Vendor on this or other RAPGC contracts. Damages may include excess re-procurement costs.

6.4 TERMINATION FOR CONVENIENCE

The performance of work under the contract may be terminated by RAPGC with 30 days' advance written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever RAPGC shall determine that such termination is in the best interest of RAPGC. RAPGC will pay fair and equitable compensation for satisfactory performance prior to receipt of notice of termination. However, the Vendor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.

6.5 ASSIGNMENT OF CONTRACT

All covenants and agreements herein contained shall extend and be obligatory on the successor and assigns of the Vendor. It is mutually understood and agreed that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest herein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of RAPGC, but in no case shall such consent relieve the Vendor from the obligations, or change the terms, of the contract.

6.6 NON-DISCRIMINATION

A Vendor who is the recipient of RAPGC funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, sexual orientation, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the policy of RAPGC. Vendor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Vendor further agrees that this article will be incorporated by Vendor in all contracts entered into with suppliers of materials or services; and Vendors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. Vendor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.7 SEXUAL HARASSMENT

RAPGC is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. RAPGC prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Vendor or Vendor's employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Vendor shall be required to remove the offender from the job-site.

6.8 ARREARAGES

By submitting a response to this solicitation Vendor represents and warrants that it is not in arrears in the payment of any obligations due and owing RAPGC or the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.

6.9 TAX EXEMPTIONS

RAPGC is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.

6.10 CONTRACT ALTERATIONS

No amendments, alterations or variables in the terms of the contract shall be valid or binding upon RAPGC unless made in writing and signed by RAPGC or its authorized agent.

SECTION VII: INSURANCE REQUIREMENTS

7.1 INSURANCE

The Vendor shall save and keep harmless and indemnify RAPGC against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the Vendor, or any employee, agent or representative of the Vendor.

7.2 INSURANCE REQUIREMENTS

The Vendor shall provide RAPGC with evidence of its Vendor's commercial insurance coverage's for the following exposures.

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Vendor or any of the Vendor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Vendor shall provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation:	Statutory Limit's (State of	
	<u>Maryland)</u>	
Employer's Liability: Each		
Disease Policy Limits	\$500,000	
Disease - Each Employee	\$500,000	

<u>COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)</u>: An insurance policy covering the liability of the Vendor for all work or operations under or in connection with this project; and all obligations assumed by the Vendor under this contract. Products, Completed Operations and Contractual Liability must be included.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE	\$1,000,000 / \$5,000,000
LIABILITY	Per occurrence / aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than
	\$5,000,000

CYBER LIABILITY INSURANCE

Cyber Liability Insurance including Network Security / Privacy Liability with breach response coverage: Liability should have a minimum of \$5 million limit and include breach response, inclusive of defense costs. If cyber liability policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

RAPGC must be included as an additional insured under the general liability and cyber liability insurance coverages with respect to activities related to this contract.

SECTION VIII: APPENDICES

APPENDIX A

The Purchasing Agent requests that any Vendor that may receive a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of RAPGC whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Prince George's County, Maryland Board of Ethics; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of the County or of RAPGC or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name:		
Title:		
Date:		
Name:		
Title:		
Date:		

APPENDIX B

Bid Price Sheet

Proposal submitted by(name of firm)		
Address		
City	State	Zip Code
Contact Person		Title
Fax	Phone	
E-mail		
The undersigned agree(s) to provide all labor, mindicated at the top of this page, as described hereign		services, etc., necessary and incidental to the solicitation he pricing shown below.
Collection Services: Compensation indicated must include all start-up the Vendor.	, installat	ion, conversion, travel and lodging expenses, etc. costs to
Item #1 The Vendor shall be remitted (Basis of Award)		% of Funds Collected per Specifications.
Item #2 the estimated collections based on past ar	nual histo	ory of
\$7,000,000.00 x Item #1% =	Estim	ated annual contract value \$
TERMS:		
Note: Check each item off as you complete it.		
1One "Original" and all required "D contained in Appendix 'B'.	Ouplicate"	copies of all completed and signed pages and forms
2Two "Public Access Copies", if required	d due to c	onfidential information.
3Comprehensive information and docu	ments as	required in §4.4 – Proposal Format.
Signature of Authorized Representative		Date
Title:		

APPENDIX C

STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

NOTE: Submission of completed document is prerequisite to award.

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from RAPGC.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

PART "A" – OWNERSHIP		Date:		
 Full name and address of busi 	iness: ———			
City		State	Zip Code	
2. Is the business incorporated?	Yes	No		
3. Other names used by busines	s i.e., T/A:			
Non-Corporate Business If response to Item #2 above is No.			nce address of each individu	ual
having a 10% or greater financial ir				
Name	Business Address		Residence Address	

APPENDIX D

REFERENCE SHEET – AT LEAST 3 ARE REQUIRED

(This page may be copied for additional references)

Contract Name
Location
Agency
Contact Person
Contact Person's Telephone Number
·
Contact Person's Email
Year(s) Service Provided
Begin and End Date of Contract
Scope of Work