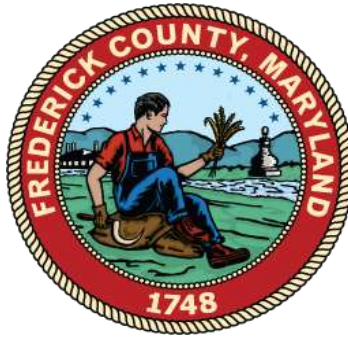




FREDERICK COUNTY, MARYLAND

OFFICE OF PROCUREMENT & CONTRACTING

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

REQUEST FOR PROPOSALS (RFP) #27-193

Business Preparedness Forum

Proposal Due Date:

Monday, October 12, 2026, 1:00 pm

Buyer: Samantha Barger

Phone: (301) 673-0756

Email: sbarger@frederickcountymd.gov

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Attachments:

A - SAMPLE_-_Agreement

B - 2025 Emergency Management Performance Grant Requirements Clauses

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



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www.FrederickWORKS.com EOE/M/F/D/V

1. EVENT SUMMARY

RFP Number:	27-193
RFP Name:	Business Preparedness Forum
Issue Date:	Monday, September 14, 2026
Buyer:	Samantha Barger, Procurement Analyst sbarger@frederickcountymd.gov (301) 673-0756
Pre-Proposal Date, Time and Location:	Monday, September 21, 2026, 3:00 pm Microsoft Teams Attendance: Virtual, Non-Mandatory
Questions Due:	Monday, September 28, 2026, 4:00 pm via the OpenGov Procurement Portal
RFP Due:	Monday, October 12, 2026, 1:00 pm
Proposal Submission:	https://procurement.opengov.com/portal/frederickcountymd/projects/297585 Note: Only electronic submissions will be accepted. PLEASE NOTE THAT REGISTRATION WILL TAKE TWO (2) BUSINESS DAYS.
Agreement Term:	May 30, 2027
Tentative Presentation/Interview Dates:	October 28, 2026
Bid Deposit:	No, Bid Deposit Amount is not applicable.
Performance Bond:	No, Performance Bond Amount is not applicable.
Payment Bond:	No, Payment Bond Amount is not applicable.

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

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

2. DEFINITIONS

- A. Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Procurement & Contracting website.)
- B. Agreement – The Request for Proposal Documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- C. Alternate Proposals – A second proposal for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- D. Buyer – The County's Procurement & Contracting representative or Designee for the solicitation process and/or any Agreement that may result from award of this solicitation
- E. Contractor – Any Offeror; most often the successful Offeror
- F. County – Frederick County, Maryland
- G. CRB – Contractor Responsibility Board
- H. Designee – Specifically appointed alternate signatory or decision maker
- I. EMS – Emergency Medical Services
- J. Interested Party – An actual or prospective Offeror or Contractor that may be interested in the award of a contract
- K. Issuing Office – Frederick County, Maryland Office of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- L. MPIA – Maryland Public Information Act request for information
- M. Offeror – Any entity that submits a response to this solicitation
- N. P&C – Frederick County, Maryland Office of Procurement & Contracting
- O. Personally Identifiable Information (PII) – Any information about a natural person that may be utilized in order to distinguish an individual's identity
- P. Proposal – All information submitted by the Contractor in response to this solicitation
- Q. Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- R. Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda
- S. Solicitation – The Request for Proposal

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

3. VIRTUAL PRE-PROPOSAL CONFERENCE

- A. If County administrative offices have been officially closed or delayed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.
- B. A Pre-Proposal Conference Call will be held to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding of the requirements.
- C. It is recommended that Contractors read the solicitation prior to the conference.
- D. If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.
- E. MICROSOFT TEAMS™ MEETING: The Pre-Proposal will be an online and virtual Microsoft Teams™ meeting. However, in the event that a participant has difficulty joining virtually, a phone number for calling into the meeting is available.

Meeting

Link: _____

Microsoft Teams meetingJoin:

<https://teams.microsoft.com/meet/215820469353483?p=IRrev75M8EJ4EUyY1I> Meeting ID: 215 820 469 353 483 Passcode: Q5qp7vF3 [Need help?](#) | [System reference](#) **Dial in by phone** [+1 667-217-6643,,399698669#](#) United States, Baltimore [Find a local number](#) Phone conference ID: 399 698 669# For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

4. INQUIRIES AND ADDENDA

- A. The P&C Buyer from the Issuing Office is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing and submitted to the OpenGov Procurement Portal by Monday, September 28, 2026 at 4:00 pm.
- B. Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the P&C OpenGov Procurement Portal at <https://procurement.opengov.com/portal/frederickcountymd/projects/297585> to obtain Addenda.

5. ESTIMATED CONTRACT VALUE

The estimated contract value group for this contract is estimated to be between \$20,000.00 and \$25,000.00.

6. GENERAL CONDITIONS

6.1. RESERVATIONS

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

6.2. COMPETITION

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

6.3. PERIOD OF VALIDITY

Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor agrees to an extension. Proposals may not be withdrawn during this period. The County may request an extension of the Period of Validity via email to the Contractor's representative.

6.4. GOVERNING LAW

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

6.5. DISPUTE PROCEDURES

- A. Upon notification of award, non-awarded Contractors may protest the process or award by utilizing the protest procedures available on the P&C website: www.frederickcountymd.gov/procurement
- B. After award and during contract performance, the awarded Contractor may dispute proceedings or performance by:
 - 1. Notifying Using Agency in writing on Contractor letterhead of the disputed issues and requesting a meeting to discuss and come to resolution with the Using Agency Division Director.
 - 2. If no resolution is reached, the awarded Contractor may notify P&C in writing on Contractor letterhead of the failure to reach resolution with the Using Agency and request to meet with the Director of P&C to discuss and come to resolution.
 - 3. If no resolution is reached, the Director of P&C may refer the matter(s) to the Contractor's Responsibility Board (CRB) for a hearing to reach resolution in accordance with the CRB policy on the P&C website: www.frederickcountymd.gov/procurement. The CRB's written decision is the final resolution.
- C. At any time during the performance of the contract, the awarded Contractor may contact the Director of P&C to request to be heard by the CRB to present information, lodge a complaint, etc.

6.6. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the

County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

6.7. COMPLIANCE WITH LAWS

- A. If awarded a contract, the Contractor hereby represents and warrants that it:
1. Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
 3. Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 4. Shall eschew any and all forms of employment discrimination and promote equal opportunity in hiring practices as well as the selection of subcontractors for use in any of its projects;
 5. Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract; and
 6. Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
 7. Meets the qualifications required and years of experience stated.
- B. In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

6.8. HOLD HARMLESS/INDEMNIFICATION

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

6.9. TERMINATION

- A. Termination Prior to Expiration of Term: The County reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event of termination without cause pursuant to this provision, the County need not provide the Contractor with the opportunity to cure.
- B. Termination for Default: If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.
- C. Termination for Non-appropriation: If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

6.10. MARYLAND REGISTRATION

Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: <http://dat.maryland.gov> or by calling 410-767-1184 or Toll Free 888-246-5941.

6.11. AVAILABILITY OF FUNDS

The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

6.12. INTEGRATION AND MODIFICATION

These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

6.13. NON-ASSIGNMENT OF CONTRACT

Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.

6.14. RESPONSIBILITY

The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation, in background, history of projects, years of experience as a contracting firm, project team(s), ability, etc. A Contractor under debarment, or with documented poor performance, or with questionable reputation, or without the required years of operation, or lacking integrity or key personnel, as solely determined by the Director of P&C, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. P&C may request that a Contractor provide documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration. Final determination of responsibility is determined at the sole discretion of the Director of P&C.

6.15. AFFIDAVIT

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

6.16. PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION

- A. The County operates under the public information law, which permits access to most records and documents under the Maryland Public Information Act (MPIA).
- B. Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate

public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the MPIA, General Provisions Article, Sections 4-101 through 4-601 of the Annotated Code of Maryland.

6.17. COOPERATIVE PURCHASE

- A. The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- B. The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.

6.18. EXCEPTIONS

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

6.19. SITE CONDITIONS

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

6.20. FAIR LABOR STANDARDS ACT

All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7, and 12, and regulations and orders issued under Section 14 thereof.

6.21. CASH DISCOUNT

Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of the proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.

6.22. UNIT PRICES

Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.

6.23. DELIVERY

- A. Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- B. All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the solicitation.
- C. The P&C reserves the right to charge the Contractor or vendor for each day the supplies are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the P&C and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- D. The P&C reserves the right to procure the supplies elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies may be charged against the Contractor and deducted from any monies due or which may become due him.

6.24. PATENTS

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

6.25. CONTRACT SERVICES AGREEMENT

- A. The County and Contractor may execute a Contract Services Agreement, which is attached for review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in the proposal to be considered during consideration of award. Exceptions to the County's standard Agreement may result in rejection of the proposal.
- B. Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

6.26. REDACTED VERSION

Contractors are encouraged to submit a redacted version of their bid submittal, redacted in accordance with Public Information/Proprietary/Confidential Information. The redacted version shall be kept in County records and utilized for future reference only if requested via the MPIA. In the event no redacted version is submitted with the Contractor's submitted proposal, the original submitted proposal will be released in response to any MPIA. The redacted version will not be utilized in the process of award. REDACTED VERSION WILL BE FILED AND ONLY RELEASED IN THE EVENT PROPOSER'S RESPONSES ARE REQUESTED THROUGH MARYLAND PUBLIC INFORMATION ACT REQUEST.

6.27. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. The Contractor agrees that any PII obtained during the provision of service shall be used only to support the service and will not be utilized or released or sold for any other purpose. Use of PII other than the use specified herein is strictly prohibited. Any use not detailed herein requires a formal Amendment to any Agreement resulting from any award under this solicitation.
- B. The Contractor shall implement safeguards that appropriately protect the integrity of PII that it receives, creates, maintains, or transmits in any capacity.
- C. The Contractor shall limit any use of PII to entities with which it has a formal agreement. The Contractor is solely responsible to any breach of any entity with which the Contractor has allowed use of PII.
- D. Upon conclusion of any Agreement resulting from award of this solicitation and at no cost to the County, the Contractor shall return any PII necessary for continuance of provision of services or, if the PII is not deemed necessary at the sole discretion of the County, the Contractor shall be responsible for its destruction. In the event of destruction, the Contractor shall provide Certificate of Destruction.
- E. The Contractor shall immediately notify the County of any use or leak of PII in violation of any Agreement resulting from the award of this solicitation, regardless of cause or severity. Notification shall take place as soon as possible after discovery, but not less than two (2) business days of the date of discovery. Notification shall include a list or subsection of all PII that had been compromised.
- F. The Contractor is solely responsible for mitigation of any damage cause by the unauthorized use or leak of PII and mitigation shall be to the satisfaction of the County and at no cost to the County.

6.28. AWARD NOTIFICATION

- A. Award notification will be by U.S. Mail, email, phone or any combination thereof. All Contractors that have submitted a proposal will be notified of which Contractor(s) will be awarded prior to final award.
- B. The awarded Contractor(s) will be required to return an Insurance Certificate naming Frederick County as an additional insured, the executed Agreement*, and the Maryland Registration Certificate of Good Standing.
- C. Individuals wishing to contest results of a solicitation may view procedures on the P&C website at www.FrederickCountyMD.gov/procurement.

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

6.29. SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractors must not be presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions with the Federal Government according to the information contained on the website SAM.gov

7. SPECIAL CONDITIONS

7.1. CONTRACTOR'S QUALIFICATIONS

- A. Contractors must be able to design, develop, coordinate, and facilitate a Business Preparedness Forum and shall have been actively engaged in this field for a minimum of five (5) years. The proposing firm must meet these years of experience, at a minimum, in order to be considered for award.
- B. The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.
- C. The contractor shall demonstrate experience in:
 - 1. Emergency Management
 - 2. Active threat preparedness
 - 3. Public private partnerships
 - 4. Workshop and conference facilitation
 - 5. Business continuity
 - 6. Adult learning and instructional design

7. Stakeholder engagement

- D. Preference may be given to firms with demonstrated experience supporting local government emergency management organizations and facilitating regional preparedness initiatives.

7.2. AWARD

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

The Contractor must waive any claim against the County for extra compensation or damages arising out of assignment of work by the County

7.3. WORK SCHEDULE

The County requires the work to be completed no later than May 30, 2027. The Contractor shall state as part of its proposal, a work start schedule and a work completion schedule from the date of contract award notification. The County will take this into consideration in the award process. Failure to comply with any timeline established by the County will be considered negatively in the evaluation process.

7.4. AGREEMENT PERIOD

The contract period shall be for about 6 months commencing on or about November 15, 2026 after approval and proper execution of the contract documents.

7.5. NON-EXCLUSIVITY

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

7.6. ESTIMATED USAGE

The estimated annual usage stated are provided as a general guide for proposing and are not guaranteed. Actual usage may be more or less than estimated. There is no guarantee of work. If more than one Contractor is awarded, there is no guarantee of equal work distribution. Work will be assigned at the sole discretion of the County.

7.7. INSURANCE REQUIREMENTS

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

7.8. METHOD OF ORDERING

- A. Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions until completion.
- B. Purchases may also be made with the County's procurement card (currently MASTERCARD). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above its proposal prices to process payments on procurement cards.

7.9. ABANDONMENT, DISSOLUTION AND RESTRUCTURING

A Contractor who abandons or defaults the work on this contract or any Task Order that has been issued to a Contractor and causes any work be re-bid will not be considered in future bids for the same type of work unless the scope of work is significantly changed. Written notification of changes to company names, address, telephone number, etc. shall be provided to the County as soon as possible, but not later than thirty (30) days from date of change.

7.10. GRANT FUNDING REQUIREMENTS

Frederick County, Maryland Division of Emergency Management was awarded the Federal Grant EMP-2025-EP-05008/97.042 through the U.S. Department of Homeland Security titled 2025 Emergency Management Performance Grant. A portion of those grants funds will be used for this project. The Contractor must comply with requirements and guidelines in Attachment B. In the event that a grant opportunity is made available and awarded to the County during the term of the agreement. The Contractor agrees to comply with guidelines, requirements, terms, and conditions as outlined in Notification of Grant Award documents after award and acceptance and incorporated into any approved Purchase Order using grant funding.

7.11. BILLING AND PAYMENT

- A. Invoices shall be submitted as required in duplicate for all services performed to 5370 Public Safety Place, Frederick, Maryland, 21704.
- B. Each invoice shall include the following information:
 - 1. Federal Employer Identification Number (FEIN);
 - 2. Contractor's name and address;
 - 3. Name of User Agency;
 - 4. Frederick County Contract Number, if applicable;
 - 5. Purchase Order Number;
 - 6. Description of goods provided and/or services performed;

7. Date and length of time of each service performed, if applicable; and
 8. Name of individual(s) performing the required services, if applicable.
- C. Delivery tickets signed by authorized County personnel shall accompany invoice.
 - D. Payment shall be made upon receipt of proper invoice from the Contractor and authorized by the County.
 - E. The County shall not be subject to late fees, fees for use of credit card payment, or additional fees of any kind at any time during the Agreement period.
 - F. All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.
 - G. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid Net30.

7.12. WARRANTY

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

7.13. DEFAULT

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

7.14. REFERENCES

References will be verified by the Buyer and the results utilized as part of the determination of a Contractor's responsibility. Any negativity or uncertainty expressed by references may be used to exclude the Contractor from further consideration for award at the sole discretion of the County. It is in the best

interest of the Contractor to CONTACT THE REFERENCES IN ADVANCE to ensure that they are aware that they are being utilized as a reference for this solicitation. Contactors may not use the County as a reference. Any work history the Contractor has with the County will automatically be utilized as part of the evaluation process.

7.15. ADDITIONS/DELETIONS

The County, at its option, may add or delete like or related goods and/or services as needed at the sole discretion of the Director of P&C. All specifications and requirements of this solicitation will apply to any additions made during the contract term.

7.16. CONTRACT

All questions must be directed to the Buyer for this solicitation. During the solicitation process which begins with the advertisement of the Invitation for Bid, and following the bid opening, Contractors are strongly cautioned not to contact elected officials or County employees regarding the award process. Contact with any entity other than P&C will be deemed as an attempt to influence the award process and will disqualify the Contractor from further consideration in the award process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this bid award may result in dismissal from further consideration, at the County's sole discretion.

8. SPECIFICATIONS

8.1. Project Objectives

- A. The contractor shall design and facilitate a forum that accomplishes the following objectives:
 - 1. Increase awareness of active threat preparedness and organizational resilience.
 - 2. Strengthen relationships between the business community and Frederick County emergency management, law enforcement, fire and rescue, EMS, and other response partners.
 - 3. Provide practical guidance that organizations can implement regardless of their current level of preparedness.
 - 4. Encourage collaboration and networking among participating organizations.
 - 5. Provide participants with resources, planning considerations, and actionable next steps to improve preparedness.
 - 6. Identify future opportunities for training, exercises, and continued public private collaboration.

8.2. Scope of Services

The contractor shall provide all personnel, management, coordination, facilitation, and professional services necessary to complete the project. Frederick County and the State of Maryland can provide Subject Matter Experts from Emergency Management, Law Enforcement, Fire Rescue, and business associations.

A. Task 1. Project Management

1. The Contractor shall:
 - a. Conduct a project kickoff meeting.
 - b. Develop a project management plan and schedule.
 - c. Coordinate planning meetings with County staff.
 - d. Provide regular project status updates.
 - e. Coordinate all projects activities through completion.

B. Task 2. Forum Design and Development

1. The Contractor shall develop a customized forum tailored to the needs of Frederick County.
 - a. Planning activities shall include:
 - i. Development of learning objectives.
 - ii. Preparation of a detailed agenda.
 - iii. Identification of presentation topics.
 - iv. Coordination with County identified speakers and subject matter experts.
 - v. Development of participant materials.
 - vi. Recommendations for registration and event logistics.
 - vii. Development of evaluation tools.
2. The Contractor is encouraged to recommend innovative delivery methods that maximize participant engagement.

C. Task 3. Stakeholder Outreach and Coordination

1. Working with County Staff, the Contractor shall assist in coordinating participation from:
 - a. Businesses.
 - b. Nonprofit organizations.
 - c. Critical infrastructure partners.
 - d. Educational institutions.
 - e. Healthcare organizations.
 - f. Public Safety agencies.

g. Other community stakeholders identified by the County.

2. The Contractor shall recommend outreach strategies that encourage broad participation across the business community.

D. Task 4. Forum Facilitation

1. The Contractor shall facilitate a professionally managed preparedness forum that includes an appropriate combination of presentations, panel discussions, facilitated dialogue, networking opportunities, and interactive learning activities.

a. Potential topics may include:

- i. Active threat preparedness.
- ii. Workplace violence prevention.
- iii. Emergency Action Planning.
- iv. Nationally recognized active threat response principles.
- v. Emergency communications.
- vi. Business continuity planning.
- vii. Recovery considerations.
- viii. Coordination with emergency responders.
- ix. Lesson learned from previous incidents.
- x. Available County preparedness resources.

2. The Contractor may recommend additional topics that support the objectives of the forum.

E. Task 5. Breakout Sessions

1. The Contractor shall develop and facilitate breakout sessions appropriate for organizations with varying levels of preparedness.

a. Topics may include:

- i. Organizations beginning emergency planning.
- ii. Organizations seeking to expand preparedness capabilities.
- iii. Organizations with mature emergency management and business continuity programs.

2. The Contractor may recommend alternative breakout formats that better achieve the project objectives.

F. Task 6. Post Event Reporting

1. Following completion of the forum, the contractor shall prepare an Executive Summary Report that includes:
 - a. Summary of the event.
 - b. Attendance statistics.
 - c. Participant feedback and survey results.
 - d. Key observations.
 - e. Lessons learned.
 - f. Recommendations for future preparedness initiatives.
 - g. Opportunities for continued public private engagement.

8.3. Deliverables

A. The contractor shall provide, at a minimum:

1. Project Management Plan.
2. Project Schedule.
3. Detailed Forum Agenda.
4. Participant Materials.
5. Presentation Materials.
6. Facilitated One Day Forum.
7. Participant Evaluation Summary.
8. Executive Summary Report.
9. Electronic copies of all final deliverables.

8.4. Schedule of Work

A. The anticipated delivery date will occur the week of May 3, 2027, during Small Business Week.

1. The contractor shall propose a project schedule that includes, at a minimum:
 - a. Project kickoff.
 - b. Planning and design.
 - c. Stakeholder coordination.

- d. Forum delivery.
- e. Post event reporting.

9. EVALUATION OF OFFERS

9.1. EVALUATION

Proposals will be evaluated by discussion in a step-by-step process during which the Evaluation Team will determine the best value for the County. The first step is evaluation of the technical submittal of all information required in Paragraph *Technical Evaluation Criteria*, the second step is examination of the price submittal, the third step, if deemed necessary, is a presentation and interview with the Evaluation Team, and the fourth step is negotiations which may include the request for a best and final offer. The final step is a reference check which will be a pass/fail evaluation. As this is a best value procurement, additional steps may be added to ensure that the County's best interest is reached in award.

9.2. TECHNICAL EVALUATION CRITERIA

The first phase will be evaluated based on the criteria listed in order of importance. Proposals shall be submitted in the sections specified according to the Evaluation Criteria. Each section is required to be numbered for the convenience of the Evaluation Team. Sections may be numbered individually or as part of the whole. Each section shall be clearly titled, have the Contractor's name, and the pages numbered in either the header or footer.

- A. WORK PROPOSAL – This document shall be clearly titled “Work Proposal” on each page of the section. Each page shall also have the Contractor's name and be numbered either as an individual section or as a part of the whole. The section shall contain the Contractor's full understanding of the County's needs, a brief history of the Contractor, and details of why the Contractor feels that they are eligible and best suited to work with the County if awarded. This document will also describe any additional optional services or enhancements.
- B. WORK SCHEDULE – This document shall be clearly titled “WORK SCHEDULE” on each page of the section. Each page shall also have the Contractor's name and be numbered either as an individual section or as a part of the whole. This section shall provide the Contractor's schedule for furnishing, delivering, installing, and making operational the Business Preparedness Forum. This document shall include both start and completion schedules from the date of contract award notification.
- C. QUALIFICATION OF CONTRACTOR – This document shall be clearly titled “Qualification of Contractor” on each page of the section. Each page shall also have the Contractor's name and be numbered either as an individual section or as a part of the whole. This document shall contain qualifications and technical competence of the Contractor and staff. Included shall be a statement describing the Contractor's background information, history, resources, and track record of such projects, as well as résumés for key staff.

D. REFERENCES FOR SIMILAR PROJECTS – This document shall be clearly titled “References” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. References for projects of a similar size scope and complexity that the Contractor has completed within the last five (5) years shall be outlined in this section. This document shall address the Contractor’s competence and expertise in projects of similar scope and size.

E. **WORK PROPOSAL SCORING MATRIX**

RATING	DEFINITIONS	POINTS ASSIGNED
Excellent	The submitted section is comprehensive, thorough, and of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	25
Very Good	The submitted section has no deficiencies and demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	20
Good	The submitted section has no deficiencies and shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.	15
Fair	The submitted section has no deficiencies but has one or more weaknesses. Weaknesses outbalance any strengths.	10
Poor	The submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	5

WORK SCHEDULE SCORING MATRIX

RATING	DEFINITIONS	POINTS ASSIGNED
Excellent	The submitted section is comprehensive, thorough, and of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	7
Very Good	The submitted section has no deficiencies and demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	6
Good	The submitted section has no deficiencies and shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.	5
Fair	The submitted section has no deficiencies but has one or more weaknesses. Weaknesses outbalance any strengths.	3
Poor	The submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	1

1 QUALIFICATION OF CONTRACTOR SCORING

RATING	DEFINITIONS	POINTS ASSIGNED
Excellent	The submitted section is comprehensive, thorough, and of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	11
Very Good	The submitted section has no deficiencies and demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	9
Good	The submitted section has no deficiencies and shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.	7
Fair	The submitted section has no deficiencies but has one or more weaknesses. Weaknesses outbalance any strengths.	5
Poor	The submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	3

submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.3 **REFERENCES FOR SIMILAR PROJECTS** SCORING MATRIXRATINGDEFINITIONSPOINTS ASSIGNEDExcellentThe submitted section is comprehensive, thorough, and of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.7Very GoodThe submitted section has no deficiencies and demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.6GoodThe submitted section has no deficiencies and shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.5FairThe submitted section has no deficiencies but has one or more weaknesses. Weaknesses outbalance any strengths.3PoorThe submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct. 1

9.3. PRICE PROPOSAL

The second step of evaluation will be examination of the price proposal. Price proposals shall be submitted in the Price Proposal within OpenGov.

Price Proposal Scoring Matrix:

POINTS AWARDED FOR	POINTS ASSIGNED
LOWEST TOTAL COST	25
NEITHER HIGHEST NOR LOWEST TOTAL COST	12.5
HIGHEST TOTAL COST	0

*Upon opening Contractor Price Proposals, if a Contractor's Price Proposal total cost is significantly higher than others offered, so that it would be cost prohibitive for the County to award the Contractor or would be outside the County's budget for this contract, the Evaluation Team may determine to exclude the Contractor from further consideration.

9.4. PRESENTATION AND INTERVIEW

After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, Contractor(s) may be required to clarify proposals by making individual presentations in an interview with the evaluation committee. **If selected, Contractor shall be available for presentations on (October 28, 2026).** If

these dates change for any reason, all submitting Contractors will be notified via email to the Contractor's representative.

Presentation and Interview Scoring Matrix:

RATING	DEFINITIONS	POINTS ASSIGNED
Excellent	Proposer's preparation, presentation, professionalism, and overall performance far exceeded expectations.	10
Very Good	Proposer's preparation, presentation, professionalism, and overall performance exceeded expectations.	8
Good	Proposer's preparation, presentation, professionalism, and overall performance met expectations.	6
Fair	Proposer's preparation, presentation, professionalism, and overall performance were below expectations.	4
Poor	Proposer's preparation, presentation, professionalism, and overall performance were far below expectations.	2

9.5. NEGOTIATIONS

- A. The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, email or written communications, or any combination thereof, at the County's sole discretion.
- B. Contractors are strongly advised not to prepare its proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.

Best and Final Offer Scoring Matrix: POINTS AWARDED FOR TOTAL POINTS AVAILABLE
LOWEST TOTAL COST
*If the County determines not to request Best and Final Offer's, the Contractor's proposal will

be evaluated on the basis of its originally submitted cost proposal, and no additional points will be awarded.

9.6. REFERENCE CHECK

The fifth phase of the evaluation will include a Reference Check of Contractor's references supplied in its Technical Proposal. References will be verified by the Buyer and the results utilized as part of the determination of a Contractor's responsibility. Any negativity or uncertainty expressed by references may be used to exclude the Contractor from further consideration for award at the sole discretion of the County. It is in the best interest of the Contractor to CONTACT THE REFERENCES IN ADVANCE to ensure that they are aware that they are being utilized as a reference for this solicitation. Contractors may not use the County as a reference. Any work history the Contractor has with the County will automatically be utilized as part of the evaluation process.

Reference Check Scoring Matrix:

ITEM	POINTS AWARDED FOR	TOTAL POINTS AVAILABLE
1	PASS	10
2	FAIL	0

*Whether a Contractor receives a rating of "Pass" or "Fail" will be determined based on feedback from references. Negativity or uncertainty expressed by references may result in the Contractor being given a "Fail" rating and exclude the Contractor from further consideration.

9.7. CONTACT

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

10. EVALUATION PHASES

Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Work Proposal	Points Based	25 (50% of Total)

2.	Work Schedule	Points Based	7 (14% of Total)
3.	Qualifications of Contractor	Points Based	11 (22% of Total)
4.	References for Similar Projects	Points Based	7 (14% of Total)

Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Price Proposal	Points Based	25 (100% of Total)

Phase 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Presentation/Interview	Points Based	10 (100% of Total)

Phase 4

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Negotiations	Points Based	5 (100% of Total)

Phase 5

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	References	Pass / Fail	10 (100% of Total)

11. SUBMISSION REQUIREMENTS

11.1. SUBMISSION OF RESPONSE

- A. Please be advised that hand-delivered solicitation responses will not be accepted as P&C has moved to online proposal submission via *OpenGov Procurement*. Registration information is available at <https://procurement.opengov.com/signup>. **PLEASE NOTE REGISTRATION TAKES A MINIMUM OF TWO BUSINESS DAYS.** Frederick County, Maryland is not responsible for inability to submit a response.
- B. Proposals shall be submitted electronically through the *OpenGov Procurement* website only.
- C. NO LATE PROPOSAL SHALL BE ACCEPTED.

11.2. PROPOSAL OPENING

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

Microsoft Teams meetingJoin:

<https://teams.microsoft.com/meet/222609784643583?p=MLu2jITt0tnYp2ETha> Meeting ID: 222 609 784 643 583 Passcode: sQ2oD2dk [Need help?](#) | [System reference](#) **Dial in by phone** +1 667-217-6643,,967500624# United States, Baltimore [Find a local number](#) Phone conference ID: 967 500 624# For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

11.3. INSTRUCTIONS

1. Proposals shall be submitted electronically through *OpenGov Procurement* at <https://procurement.opengov.com/portal/frederickcountymd/projects/297585>.
2. All submissions must be signed by an authorized officer or agent of the Contractor submitting the response shall be entered into *OpenGov Procurement* no later than the time and date indicated. Responses received after the time and date indicated will not be accepted or considered.
3. The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.
4. Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the Technical package.
5. If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to its meaning, or feels that the specifications are discriminatory, the Contractor shall notify P&C in

writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. P&C will notify all Contractors of any changes, additions, or deletions to the specifications by Addenda posted on the P&C website (<http://frederickcountymd.gov/procurement>).

6. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed and will be issued by P&C.
7. All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
8. **TECHNICAL AND PRICE PROPOSALS SHALL BE SEPARATED WHEN SUBMITTING IN *OPENGOV* PROCUREMENT.**

11.4. SUBMISSION OF PROPOSAL DOCUMENTS

- A. Contractors are required to include the following documents, as well as any additional information required as stated in the solicitation, with its proposal. Failure to include the required documents may be cause for rejection of the proposal:

1. Technical Proposal:

- Technical Proposal Signature Cover Page
- Technical proposal consisting of the following items:
 - “Work Proposal” document.
 - “Work Schedule” document.
 - “Qualifications of Contractor” document.
 - “References for Similar Projects” document.
- Acknowledgement of Addenda
- Contractor’s Reference Information and Acknowledgment
- Affidavit
- Certifications of Compliance
- Ability to provide insurance
- Redacted Version (if none is supplied, the original will be produced in response to future MPIA)
- Exceptions, if applicable

2. Price Proposal (uploaded separately from Technical Proposal):

- Price Proposal Page

2.

12. INSURANCE REQUIREMENTS

12.1. Insurance Requirements

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

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

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

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

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

Professional Liability coverage must indicate if it provides Occurrence or Claims Made coverage.

WORKERS' COMPENSATION coverage meeting all statutory requirements of the State of Maryland
Employers Liability with minimum limits of:

\$1,00,000 per Accident, \$1,00,000 per Employee; and \$1,00,000 per Policy

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

PLEASE NOTE THE FOLLOWING:

1. **A certificate of insurance showing these coverages must be provided to Frederick County Office of Risk Management. The Certificate Holder must be: Frederick County, Maryland Attention: Office of Risk Management 12 East Church Street Frederick, Maryland 21701**
2. If the County requires additional insured status, the blanket endorsement(s) for such must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.

4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Office of Risk Management.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

13. PRICING PROPOSAL

Line Item	Description	Unit of Measure	Unit Cost
1	Task 1. Project Management	Lump Sum	
2	Task 2. Forum Design and Development	Lump Sum	
3	Task 3. Stakeholder Outreach and Coordination	Lump Sum	
4	Task 4. Forum Facilitation	Lump Sum	

Line Item	Description	Unit of Measure	Unit Cost
5	Task 5. Breakout Sessions	Lump Sum	
6	Task 6. Post Event Reporting	Lump Sum	

14. VENDOR QUESTIONNAIRE

1. Technical Proposal Signature Page*

Please download the below documents, complete, and upload.

- [27-193 TECHNICAL PROPOSAL S...](#)

*Response required

2. Acknowledgement of Addenda*

Please download the below documents, complete, and upload.

- [27-193 ACKNOWLEDGEMENT OF A...](#)

*Response required

3. Contractor's Reference Information*

Provide the name, address, telephone number and email address of at least five entities for which the Contractor has provided similar items/services during the past three years, including City, County or State governments, if applicable. References may NOT include Frederick County government or its employees.

- [27-193 CONTRACTORS REFERENC...](#)

*Response required

4. Affidavit Form*

Please download the below documents, complete, and upload.

- [AFFIDAVIT.pdf](#)

*Response required

5. Two (2) Certifications of Compliance*

Please download the below documents, complete, and upload.

- [TWO CERTIFICATIONS OF COMPL...](#)

*Response required

6. Insurance Requirements*

Please download the below documents, complete, and upload.

- [27-193 INSURANCE REQUIREMEN...](#)

*Response required

7. Technical Proposal from Vendor*

*Response required