



City of
Salisbury
MARYLAND

**Request for Proposal
#RFP 20-109**

**Salisbury Police Department Property Room
Forensic Auditing Services**

Proposal Posted: 05/05/2020

Pre-Proposal Conference via Zoom: 05/12/2020 @ 10:00 a.m.

Join Zoom Meeting

<https://zoom.us/j/92078840928?pwd=bWRtZU53MzVKUWdKWjVnVkYzNjdmdz09>

Meeting ID: 920 7884 0928

Password: 658191

+1 301 715 8592 US

+1 253 215 8782 US

Last Day for Questions: 05/19/2020 @ 2:30 p.m.

Proposal Opening via Zoom: 05/28/2020 @ 2:30 p.m.

Join Zoom Meeting

<https://zoom.us/j/99118008364?pwd=OEN5RFhXbHZlZVhrUko3c1pLbGp2Zz09>

Meeting ID: 991 1800 8364

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SECTION I: INTRODUCTION

1. PURPOSE

A. The City of Salisbury is seeking proposals from qualified firms to provide Forensic Auditing Services of the City of Salisbury Police Department property facilities, records and policies.

2. CLARIFICATION OF TERMS

A. Professional firms or individuals that submit a bid for award of a contract ("Contract") are referred to as "Vendors" in this document. The Vendor awarded the Contract is herein referred to as the "Successful Vendor".

3. QUESTIONS AND INQUIRIES

A. Proposal Documents are available for inspection and download on the City of Salisbury's website, www.salisbury.md; MENU; Procurement Portal; Bids or via this link:

<https://salisbury.procurement.com/home>.

B. Questions regarding the Proposal Documents or procedures shall be referred to Michael Lowe, Senior Buyer, Department of Procurement, 125 N. Division Street, Room 104, Salisbury Maryland 21801, during normal business hours, or by fax at 410-548-3192, or by email at mlowe@salisbury.md.

4. FILLING OUT PROPOSAL DOCUMENTS

A. Use only forms supplied by the City of Salisbury ("City").

B. All blanks on the Proposal Documents shall be filled in electronically or manually in ink.

C. Where so indicated by the makeup of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.

D. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.

E. The Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.

F. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

5. SUBMISSION OF PROPOSAL DOCUMENTS

A. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents shall be submitted electronically through the City's Procurement Portal via Procurement. The submittal shall be addressed to Ms. Jennifer L. Miller, Director of Procurement.

B. Technical Proposals and Cost Proposals shall be submitted in a single electronic file, uploaded to the corresponding Request for Proposal on the City of Salisbury's

Procurement Portal, and shall be named as follows: Contract Number_Contract Name_Vendor Name.

- a. The Technical Proposal shall be the Vendor's complete Technical Proposal, excluding any reference to cost and shall include all completed and signed forms:
 - i. References
 - ii. Exceptions and Addenda
 - iii. Ownership Disclosure
 - iv. Contractor's Affidavit of Qualification to Bid
 - v. Non-Collusive Affidavit
 - b. The Cost Proposal shall include the Form of Proposal and, if requested, a schedule of values or hourly rates.
- B. Proposal Documents will be electronically submitted to the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will not be accepted.
 - C. Additional information regarding proposal requirements can be found in Section IV: Vendor Qualifications and Proposal Requirements.
 - D. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents are submitted electronically prior to the local time and date specified for receipt of Proposal Documents. The City will NOT BE RESPONSIBLE for any Proposal Document delayed due to technical issues with electronic submittal nor any late Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal Document submission date.
 - E. For Vendor's who have previously registered through the City's Procurement Portal and/or Procureware, please note that any previous links to the solicitation you may have received by email may have changed. After signing in, please click the link associated with the corresponding solicitation number. Navigate to the "Response" ribbon. On the Response ribbon you will see "Question Response". Please upload all documentation for the response here. After uploading the documentation, click the "Submit Bid" button and follow the prompts. In the event of technical issues, support for Procureware can be reached by emailing support@procureware.com or by phone at 855-535-3233. The City is not responsible for technical issues unresolved prior to the due date and time for the solicitation.
 - F. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
 - G. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
 - H. All Vendor-submitted Proposal Documents will be valid for a minimum of 120 days from the date of Proposal Document opening.
6. OPENING OF PROPOSAL DOCUMENTS
- A. Proposal Documents received on time will be opened publicly and only the vendor's names will be read aloud for the record.
 - B. The Contract will be awarded or all Proposal Documents will be rejected within 120 days from the date of the Proposal Document opening.

7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS

A. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.

B. In determining a Vendor's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:

1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
2. Character, integrity, reputation, experience, and efficiency;
3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Vendor's employment practices;
5. Evidence of adequate insurance to comply with Contract terms and conditions;
6. Statement of current workload and capacity;
7. Explanation of methods to be used in fulfilling the Contract;
8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.

C. In determining a Vendor's RESPONSIVENESS, the City will consider whether the Proposal Documents conform in all material respects to the Request for Proposal. The City reserves the right to waive any irregularities that may be in its best interest to do so.

D. The City will have the right to reject any and all Proposal Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Proposal Security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

A. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Services required and is expected to completely familiarize itself with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document, the Vendor is in agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF PROPOSAL

A. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

2. RESPONSIBILITIES OF THE VENDOR

A. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the Proposal Documents. The Vendor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the City in accordance with applicable law for all damages to the City caused by the Vendor's negligent performance of any of the services furnished under the Contract.

C. The rights of the City provided for under the Contract are in addition to any rights and remedies provided by law.

3. PROPRIETARY INFORMATION OR TRADE SECRETS

A. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

4. OWNERSHIP OF MATERIALS

A. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the City and is subject to public inspection in accordance with the Public Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Public Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.A.

B. All data collected, or developed, during the course of the project will be delivered to the City of Salisbury and the Stakeholders identified in this solicitation prior to the completion of the project. This data will be delivered both in its native format and in any format to which it has been transformed. Prior to distribution of information or material to any Stakeholder, Vendor will ensure that the Stakeholder has executed a non-disclosure agreement approved by the City Solicitor with regard to all information and material to be disclosed.

5. CONTRACT AWARD

A. A written award by the City to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the City will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.

B. Proposal Documents and Contracts issued by the City will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.

D. The City of Salisbury reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

6. AUDIT

A. The Successful Vendor agrees to retain, at the auditor's expense, all books, records, working papers, reports and other documents relative to the awarded Contract for ten (10) years after final payment, or until audited, unless the firm is notified in writing by the City of the need to extend the retention period, or if required by law. The City and its authorized agents, and project Stakeholders and/or State auditors, after coordination with and approval by the City of Salisbury Department of Procurement, will have full access to and may examine any of said materials during said period.

1. The auditor will be required to make working papers and reports available to the following parties or their designees:

- a. City of Salisbury, Maryland;
- b. Maryland State Police;
- c. Office of the State's Attorney for Wicomico County;
- d. Office of the Public Defender
- e. Entities designated by Court rules or that have filed a proper Public Information Act request. All Public Information Act requests must be approved by the City.

2. Except for the City of Salisbury, no information or reports will be disseminated to the other parties until the project Stakeholder has executed a non-disclosure agreement approved by the City Solicitor.

3. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing auditing significance in accordance with professional standards.

7. KEY PERSONNEL

A. The personnel named in the technical Proposal Document will remain responsible throughout the period of the awarded Contract. No replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Director of Procurement who may consider the recommendations of the Stakeholders.

8. NONPERFORMANCE

A. The City reserves the right to inspect all operations and to withhold payment for any Services not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions, or mistakes in performance will be corrected at no cost to the City. Failure to do so will be cause for withholding of payment for that Service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

9. ASSIGNMENT

A. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City's prior written approval.

B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

10. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

11. DEFAULT

A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

12. COLLUSION/FINANCIAL BENEFIT

A. The Vendor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

B. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council, has received or has been promised, directly or indirectly, any financial benefit related to this Contract.

13. TAX EXEMPTION

A. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the

City. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

14. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.

B. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

15. INDEMNITY

A. The Successful Vendor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, property damage, or other damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.

B. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Services under this Contract.

16. STATUS OF VENDOR

A. The Vendor will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Services under the Contract or other arrangement with the Vendor.

B. It is understood that the relationship of Vendor to the City will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Vendor.

17. APPLICABLE LAWS

A. Vendor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

18. SUSPENSION OR TERMINATION FOR CONVENIENCE

- A. The City will have the right, at any time by written notice, for its convenience, to suspend the Services under the Contract for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Services without invalidating the provisions of the Contract.
- B. The City will have the right, at any time by written notice, for its convenience, to terminate the Services in whole or in part.
- C. Any notice issued pursuant to Sections 18.A and/or 18.B will state the extent and effective date of such notice. Except as otherwise directed, the Vendor will stop Services on the date of receipt of the Notice of Termination or other date specified in the notice; nor place further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Services not terminated.
- D. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Services actually furnished pursuant to the Contract to the satisfaction of the City and for which no previous invoice was submitted to the City.
- E. In the event of a termination, pursuant to Section 18.B, the City will pay the Vendor's expenses verified by final invoice as set forth in Section 18.D for the following:
 - 1. Completed and acceptable Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Services;
 - 2. Expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit.
- F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Services not completed prior to the date of termination of the Contract.

19. CONTRACT CHANGES

- A. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT to the Contract signed by the Director of Procurement (and the City Council, if required), prior to additional Services being initiated. Extra services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor and payment will not be made by the City.
- B. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Director of Procurement (with City Council approval, if required) will be honored or valid.
- C. If any change in the services results in a reduction in the services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on services that are eliminated.
- D. No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from its obligation to perform all the services strictly in accordance with the requirements

of the specifications of the Contract. Project Stakeholders are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of Services, nor to issue instruction contrary to specifications of the Contract.

20. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Director of Procurement, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least five (5) days prior to the date fixed for the opening of Proposal Documents.

B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Department of Procurement to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any City employee that materially change any portion of the Proposal Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.

C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.

D. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer L. Miller, Director of Procurement, at 410-548-3190 during normal business hours.

E. The Director of Procurement reserves the right to postpone the Proposal Document opening for any major changes occurring in the 2-day interim which would otherwise necessitate an Addendum.

21. DEBARMENT

A. By submitting the proposal, the vendor warrants and certifies that he is eligible to submit a proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department agency.

22. INSURANCE REQUIREMENTS

A. Unless otherwise required by Special Conditions for the Proposal Documents, if a Contract is awarded, the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (at minimum).

1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.
2. Professional Liability Coverage (errors and omissions): \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) aggregate minimum.

3. Commercial Automobile: \$1,000,000 (one million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
4. As mandated by the Code of the State of Maryland and Employer's Liability the Contractor will be required to provide Worker's Compensation insurance.
5. The Vendors will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor must provide certificates of insurance before commencing Services in conjunction with the Contract.
 - a. ON COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE POLICIES, CITY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.
 - b. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THE AWARDED CONTRACT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
 - c. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Director of Procurement at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Contract including, but not limited to, claims under the Worker's Compensation Act.

END OF SECTION

SECTION III: SCOPE OF SERVICES

1. INTRODUCTION

- A. The City of Salisbury, Maryland, is requesting proposals from qualified firms of certified accounting or auditing firms to conduct a full (100%) audit and complete accounting/inventory of all property in the care and custody of the Salisbury Police Department (“SPD”) property. The audits shall be performed in accordance with the generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards (1988), the provisions of the federal Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, Audit Guidelines of the State of Maryland (Article 19, Section 37 & 40 of the Annotated Code of Maryland), the review of the State of Maryland Uniform Financial Report and signature of such where applicable, and the written policies and directives relating to property of the Salisbury Police Department and the recommendations relating to property management published by The Commission on Accreditation for Law enforcement Agencies, Inc. (CALEA).

2. BACKGROUND INFORMATION

A. General Information

1. The SPD is an accredited police organization certified by The Commission on Accreditation for Law Enforcement Agencies, Inc. As such, it has comprehensive written directives that provide guidelines for the collection, documentation, submission, care, storage and inspection of property and evidence that comes into the department’s care and custody. Additionally, the department maintains position descriptions and performance standards for employees, sworn and civilian, who are assigned to manage and conduct the daily operation of the property room.

B. Property Inventory System(s)

1. Master inventory records for SPD have been maintained in no less than three technology platforms all incurring data migration from the preceding legacy platforms. The department currently logs and tracks all property utilizing CIS (Computer Information System) and SAFE Evidence Management System. The SAFE Evidence Management System is equipped with barcoding technology to track property. Care and consideration must be given to any inventory conducted to account for the policy, procedures and tracking system in place by the SPD at the time the property was taken into custody. Where possible, redundant documents of origin should be obtained to confirm incident association, property condition and description.

C. Estimated Quantity, Type and Physical Location of Inventory

1. The SPD estimated that there are approximately 82,402 items of property in its care and custody, of which 8,926 items are in the SAFE Evidence Management System and 73,476 items are in CIS
2. There are multiple types of property consisting of lost/abandoned property, contraband, forfeited property, non-value property and property with evidentiary value.

3. Property inventory is located at the main headquarters building (699 W. Salisbury Parkway) and at the SPD Firing Range (2448 Goddard Parkway).

3. SCOPE OF WORK

A. The Successful Vendor shall:

1. Develop a Formal Audit Plan to include Stakeholder interviews, site visits, document/record gathering and review. The audit plan shall incorporate the goals and objectives in the Strategic Plan of Action. The Formal Audit Plan shall consist of the following:

a. Audit Strategy

1. The audit strategy shall define the general strategy and a detailed approach (nature, timing, extent) of the audit. In this case “nature” includes a 100% inventory; 100% reconciliation (or recommended actions for any item/document unable to be reconciled); and business process audit/quality assurance of property management practices when using CALELA/SPD policies. These may be considered independently for purposes of reporting as they represent different types of audits; standardized (fiscal) tailored (assets) and compliance (police policy and procedures/master record keeping). This establishes the scope of the audit and includes time lines and objectives.

b. Risk Assessment and Risk Response Procedures

c. Preliminary/Entrance Activities

d. Audit Procedures

2. Provide an Inventory Project Manager and supporting team to implement, coordinate and report on the property room Strategic Plan of Action which will include active participation, implementation, and oversight of a complete a full (100%) inventory of all property in the care and custody of the SPD, adhering to general inventory performance standards and general accounting principles. Specifically, the Inventory Project Manager and team shall:

a. Review and document the adherence to proper use of the SPD computer based property/evidence tracking program to its fullest potential, but not limited to, reporting, sorting, tracking and flagging features.

b. Document discrepancies which may call into question the location or authentication of evidentiary property with evidential value and immediately report to firm’s Certified Forensic Examiner (CFE) and all Stakeholders (that have executed non-disclosure agreements approved by the City Solicitor) for careful vetting and response.

c. Prepare all necessary records and be prepared to testify and be proficient in testifying during court proceedings regarding chain of custody for 100% of the property in the care and custody of the SPD identified as having evidentiary value and also as to the inventory and auditing process undertaken according to the property room reconciliation and accountability plan.

d. In addition to conducting a physical accounting of all items within the primary property room, any item that has evidentiary value must be inspected to confirm its authenticity and chain of custody. The accounting and physical condition/integrity

of property with evidentiary value has been prioritized for inventory purposes but all property is to be inventoried. Therefore, the inventory plan developed by the Successful Vendor must have a methodology that adheres to standard inventory and accounting principles while communicating with Stakeholders to prioritize its approach/inventory schedule.

e. Make an immediate, written report of all irregularities and potentially illegal acts, or indications of illegal acts, of which they become aware to the following parties:

1. City Administrator;
2. Chief of Police for the Salisbury Police Department;
3. Project Stakeholders (but only after the Stakeholders have executed a non-disclosure agreement approved by the City Solicitor).

3. Confirm and document the preservation and authenticity of the chain of custody for 100% of evidentiary property in the care and custody of the SPD identified as having evidential value.

4. Provide monthly Progress Reports.

5. Fully implement the Strategic Plan according to the expectations and conditions presented by all Stakeholders under assigned State coordination and guidance.

6. Fully comply with all policies and procedures approved by the Chief of SPD as they relate to property management and evidence control.

7. Evaluate, develop and implement a comprehensive audit and accountability inspection program post-inventory.

8. Complete the project on time and within budget.

4. COORDINATION

A. Parties:

1. The City of Salisbury

2. Project Stakeholders:

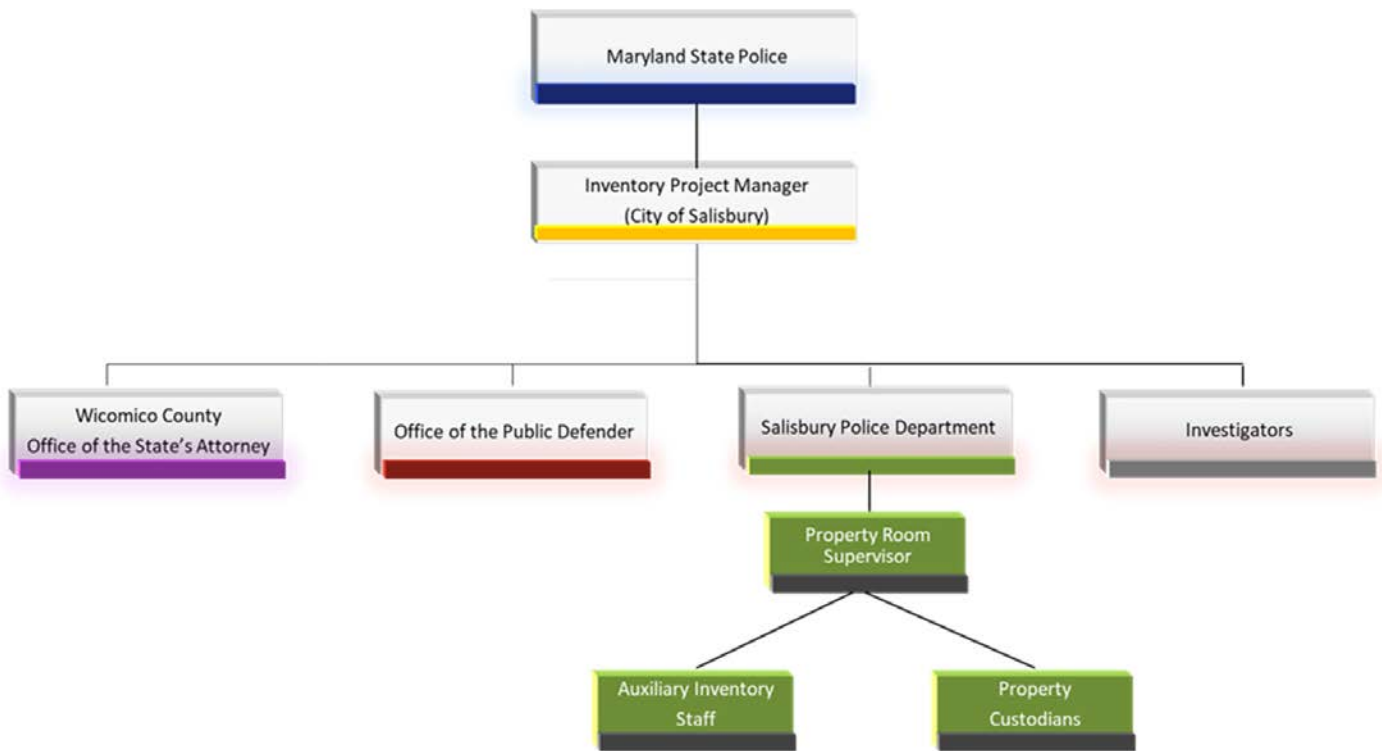
- a. The Salisbury Police Department
- b. The Maryland State Police
- c. The Office of the State's Attorney for Wicomico County
- d. The Office of the Public Defender

B. Maryland Department of State Police (MDSP) – The MDSP will provide and oversee the implementation of a Strategic Plan of Action and reconciliation (“Strategic Plan” or “Plan”) to the Successful Vendor that seeks to provide a pathway toward the completion of a valid, full inventory of all property in the care and custody of the SPD. The Plan will also provide recommended actions focused on confirming the preservation and authenticity of the chain of custody for 100% of property in the care and custody of the SPD identified as having evidentiary value. The MDSP will also provide technical assistance and/or administrative guidance to the Successful Vendor during the execution of the Plan. In addition, the MDSP will coordinate the presentation of progress reports presented by the Successful Vendor to Plan Stakeholders.

C. The Office of the State's Attorney for Wicomico County or their designee, only upon request and under the direction of Lt. Colonel Brady of the Maryland State Police, may

work with the Successful Vendor to identify, prioritize and be present during the inventory and authentication of property identified as having evidentiary value.

- D. The Salisbury Police Department is responsible for providing all required assistance to the Successful Vendor during the execution of the Plan which includes facilitating and coordinating all aspects of staffing and logistics required to accomplish the Plan's goals and objectives.
- E. The Principal contact after contract award shall be Lt. Colonel Dalaine Brady, Maryland Department of State Police, who will coordinate the assistance provided by all stakeholder groups to the Successful Vendor. The Inventory Property Manager shall report to Lt. Colonel Dalaine Brady and shall not be supervised by, nor shall he/she report to the Salisbury Police Department or the City of Salisbury.
- F. As needed, the Successful Vendor will also coordinate with the Office of the Public Defender, the MDSP Criminal Investigators and the Office of the State Prosecutor (OSP), only upon request and under the direction of Lt. Colonel Brady of the Maryland State Police.
- G. Organization chart:



5. VENDOR DELIVERABLES

- A. The following reports shall be professionally prepared, formatted and published by the Successful Vendor:
 1. A report on the accuracy of inventory records maintained in the Property Inventory System.
 2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
 3. A report on compliance with laws and regulations for each major inventory category and on internal control over compliance.

4. Reports shall include the following but not be limited to:
 - a. Any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report data consistent with the assertions of Stakeholders in the Strategic Action Plan.
 - b. Reportable conditions that are also material weaknesses shall be identified as such in the report.
 - c. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to Lt. Colonel Dalaine Brady, which shall be referred to in the report(s) on internal controls.
 - d. All instances of non-compliance.
 - e. Any and all discrepancies with, or concerns about, the integrity of a piece of property collected as evidence.
 5. A Final Audit Report inclusive of findings and recommendations. Such final report shall first be presented in draft, then preliminary form, so as to allow for communication and comments from stakeholders before issuing a final audit report.
 - B. The City shall require five (5) copies of each report in a digital, passcode protected format.
 - C. Except for the City of Salisbury, no information or reports will be disseminated to the other parties until the project Stakeholder has executed a non-disclosure agreement approved by the City Solicitor.
6. CITY OF SALISBURY DELIVERABLES
- A. Staff Assistance
 1. The Salisbury Police Department staff and responsible management personnel will be available during the inventory to assist the firm by providing information, documentation and explanations.
 - B. Computer Assistance
 1. The Salisbury Police Department staff will be available to provide systems documentation and explanations. The City will provide a computer with access to the inventory systems.
 2. The City will provide the Inventory Project Manager with reasonable workspace, desks or tables, and chairs. The Inventory Project Manager will also be provided with access to a telephone and a multi-function printer/scan/fax device.
7. PROJECT TIMEFRAME ESTIMATES
- A. Upon award funding by the City of Salisbury, the Director of Procurement for the City of Salisbury shall provide the Successful Vendor with a Notice to Proceed.
 - B. Entrance Conference and Preliminary Meetings
 1. Within 30 days of Notice to Proceed, the Successful Vendor shall complete an entrance meeting with MDSP; conduct preliminary Stakeholder meetings to ensure proper introduction and documentation of points of contact; and become familiar with the Initial Documentation provided by MDSP to orient the Successful vendor to the background of the project.
 - C. Formal Audit Plan

1. Within 60 days of Notice to Proceed, the Successful Vendor shall provide a Formal Audit Plan based on the Stakeholder input and approval.
 - D. Monthly Progress Report
 1. Within 30 days of submittal of the Formal Audit Plan, the Successful Vendor shall provide the first of the monthly Progress Reports.
 - E. Physical Inventory
 1. Within six (6) months of submittal of the Formal Audit Plan, the Successful Vendor shall have completed 50% of the inventory. The Successful Vendor shall take into consideration both known and unknown conditions, risks and other obstacles to determine an appropriate level of staffing required for the inventory process. The Successful Vendor shall indicate the expected time for inventory completion in their Audit Strategy.
 - F. Confirmation of the Preservation and Authenticity of the Chain of Custody
 1. The confirmation of the preservation and authenticity of the chain of custody for 100% of property in the care and custody of the SPD identified as having evidentiary value may be conducted concurrently with the inventory of other property. This will require coordination of stakeholder's schedules and may increase the time to visually inspect each item.
 - G. Implementation of Strategic Plan
 1. To fully implement the Strategic Plan according to the expectations and conditions presented by all Stakeholders under assigned State coordination and guidance, the Successful Vendor shall allow sufficient time within the project schedule after the conclusion of the inventory. This post inventory timeframe allows for final report reviews, staffing and editing periods, open discussion and project deliverable meetings if necessary. Given that this objective runs concurrently with inventory goals, but may not conclude until final reports are drafted as they may contain inventory discrepancies requiring resolution, post inventory time was provided.
 - H. While the timeframes listed above are estimates, the project time lines will be defined within the Formal Audit Plan, and the project shall not be considered complete until the Strategic Plan is fully implemented and all deliverables have been met. It is estimated that the project will take at least 12 months to complete but may be extended due to extenuating circumstances. The cost proposal indicated by the vendor on the Form of Proposal shall therefore be a lump sum price that guarantees project completion to the satisfaction of the City following the City's consideration of Stakeholders' concerns.
8. ADDITIONAL INFORMATION
- A. Prices bid shall include the total price to be paid for the audit. Failure to disclose all charges or fees may result in the cancellation of an award or termination of contract.
 - B. Any requests for early, partial or progress payments prior to the completion of the services must be made by the proposer at the time of bid submittal.
 - C. Compensation for services shall be on a time-billed basis upon receipt of a monthly statement. The periodic billing is to include the name of the staff and title, the work performed, hours worked, hourly rate, and the amount billed.
 - D. Firms which intend to subcontract portions of the engagement must provide full disclosure in their proposal along with the name(s) of the proposed subcontracting firm(s) and the percentage to be subcontracted. Following the award of contract, no

additional subcontracting will be allowed without the express, prior, written consent of the City.

- E. The City reserves the right to renew this contract for up to four (4) additional one-year periods, upon mutual agreement with the Successful Vendor. Any renewal period shall be based on the same terms and conditions as the initial terms with the exception of the price or rates.

END OF SECTION

SECTION IV: VENDOR QUALIFICATIONS AND PROPOSAL REQUIREMENTS

1. VENDOR QUALIFICATIONS

- A. The property room audit & inventory services firm is independent and licensed to practice in Maryland;
- B. Property room audit & inventory service firm's professional personnel have received adequate continuing professional educational education within the preceding two years;
- C. The firm has no conflict of interest with regard to any other work performed by the firm for the City, for any other stakeholder identified herein, or for any other entity within the State of Maryland;
- D. The City desires that the assigned Inventory Project Manager or the property room audit & inventory services firm have the professional designation of Global Information Assurance Certification (GIAC) Forensic Examiner (GCFE).
- E. Any personnel assigned to this project by the Successful Vendor, including the Inventory Property Manager, must successfully pass a background investigation conducted by the Maryland State Police or their authorized designee.

2. TECHNICAL PROPOSAL REQUIREMENTS

- A. Title page – A title page indicating the request for proposal number and title; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
- B. Transmittal Letter – A signed letter of transmittal briefly stating the firm's understanding of the work to be done, the commitment to perform the work with the time period, a statement why the firm believes itself to be best qualified to perform the engagement.
- C. Proposal Narrative – A narrative that describes the Vendor's understanding of the project, the scope of services to be provided by the Vendor, and the Vendor's proposed project approach.
- D. Statements of Independence and Conflicts of Interest
 1. The firm shall provide an affirmative statement that it is independent of the City of Salisbury, Maryland, the Salisbury Police Department, the Maryland State Police Department, the Office of the State's Attorney for Wicomico County, or the Public Defender's Office, or any other stakeholder identified in this proposal document, and there is no known or apparent conflict of interest in providing the requested services.
 2. The firm shall list and describe the firm's (or proposed subcontractors') professional relationships involving the City of Salisbury, the Salisbury Police Department or any other stakeholder identified in this proposal document.
 3. During the course of this and any future contract period, the firm shall provide an affirmative statement that it shall not enter into any professional relationship involving the City of Salisbury, the Salisbury Police Department or any other stakeholder identified in this proposal document.
- E. Statement of License to Practice in Maryland
 1. An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Maryland.

F. Firm Qualifications and Experience

1. The proposal shall state the size of the firm, the size of the firm's governmental property room audit & inventory engagement staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
2. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
3. The firm shall also provide information on the results of any federal or state desk review or field reviews of its property room and inventory audits during the past three (3) years. "Results" shall be defined to include requirements to resubmit property room audit & inventory reports or receipt of negative comment letters resulting from the desk reviews.
4. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

G. Partner, Supervisory and Staff Qualifications and Experience

1. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice in Maryland. The firm also should provide information on the government property room auditing and inventory experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this property room and inventory audit, along with the last date of meeting attendance for each listed professional organization.
2. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Include number of governmental property room audit experience. The firm also shall also indicate how the quality of staff over the term of the agreement will be assured.
3. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the credentials just described must be presented for the replacements and the City retains the right to approve or reject replacements.
4. Consultants and firm specialists mentioned in response to this Request for Proposal can only be changed with the express written permission of the City which retains the right to approve or reject replacements.
5. Other property room audit and inventory personnel may be changed at the discretion of the proposer provided that the replacements have substantially the same or better qualifications or experience. The credentials, described above, of the replacements shall be presented to the City for review.

- H. Similar Engagements with Other Government Entities
 - 1. From the firm's office that will be assigned responsibility for the property room audit and inventory engagement, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this Request for Proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
 - I. Executed copies of all proposal forms included herein, ***excluding*** cost proposal. The cost proposal shall be submitted in a separate file, with no mention of cost to be contained in the Technical Proposal.

3. COST PROPOSAL REQUIREMENTS

- A. Cost proposal must be submitted in a separate file and may not be included in the vendor's Technical Proposal submittal.
 - 1. Total All-inclusive Maximum Price
 - a. The proposal costs shall contain all pricing information relative to performing the property room audit and inventory engagement as described in this Request for Proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.
 - b. The City will not be responsible for expenses incurred in preparing and submitting this bid. Such costs should not be included in the proposal.
 - 2. Rates for Additional Professional Services and Future Changes in Scope of Work or Circumstances
- B. If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the rates included in this proposal. For work not covered by this contract, a Contract Amendment shall be prepared and approved by the Director of Procurement before such work is to start. Indicate whether your firm can provide, on a quick response basis, year-round, expert advice to City personnel on matters relating to the property room audit and inventory services performed. The City requires receiving 10 hours at no charge. Identify fees beyond the 10 hours received.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

1. EVALUATION CRITERIA

A. Proposals will be evaluated using the following criteria:

<u>Maximum Possible Points</u>	<u>Technical Proposal</u>
65	Expertise, experience and qualifications of the vendor and the assigned Inventory Project Manager as related to the Scope of Work, including experience working with government and law enforcement agencies.
10	Performance on all projects within the last five years including, but not limited to: project success, relevance of projects similar in scope to the project as described in the proposal documents, ability to meet deadlines, thoroughness and completeness of proposal.
	<u>Cost Proposal</u>
25	Price and billable rates.
	<u>Interview and Presentation – BONUS PTS</u>
5	Vendor interview and presentation

2. EVALUATION PROCEDURES

1. Firms meeting the qualifications expressed in Section IV (page 21) will have their technical proposal evaluated by an Evaluation Committee according to the Technical Proposal criteria listed above. Firms that achieve at least 70% (or 70 points) of the Maximum Possible Points will be placed on a shortlist of the most qualified Vendor(s) and may be invited to participate in an interview and presentation process with the Evaluation Committee. Not all firms may be shortlisted. An interview and presentations, if requested, will provide firms with an opportunity to clarify their proposals and answer any questions the evaluation committee may have on a firm's proposal.
2. Cost Proposals for the shortlisted vendors will be opened by the City of Salisbury Department of Procurement and scored mathematically. The lowest cost proposal will receive the maximum possible points and higher cost proposals will be scored accordingly,
3. A vendor's final score will be the sum of each criterion's points.
4. The City may enter into negotiations with vendors to invite best and final offers as deemed to be in the best interest of the City. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the City's sole discretion.
5. An award in the form of a Contract will be made to the most highly ranked vendor and in the best interest of the City of Salisbury. The City will consider the recommendations of the Stakeholders prior to the award of a Contract.

END OF SECTION

**THIS AND PRECEDING SECTIONS DO NOT NEED
TO BE RETURNED WITH SUBMITTAL.**

FORM OF PROPOSAL

Date _____

Director of Procurement
 City of Salisbury
 125 N. Division Street, Room 104
 Salisbury, Maryland 21801

We hereby submit our Proposal Documents for "Salisbury Police Department Property Room Forensic Auditing Services" as indicated in the Proposal Documents.

Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our proposal for award of the referenced Contract. All lump sum fees quoted are on a not-to-exceed basis and include all labor, materials, incidentals, and expenses.

Item	DESCRIPTION	Total Lump Sum Price
101	2020 Property Room Audit Engagement	

The cost stated above is the total cost for the audit engagement which shall include all necessary out-of-pocket expenses and other incidental costs.

TOTAL LUMP SUM PRICE 101: _____
 (Written)

The following hourly rates will apply for the duration of this contract for any additional services that the City shall require (attach additional sheets if necessary):

Item	Description	Hourly Rate
200	Partners	
201	Managers	
202	Supervisors	
203	Staff	
204	Other: _____	

 Printed Name

 Signature

 Name of Company

 Address

 Primary Contact Name / Email

 City, State, Zip

REFERENCES

List five (5) references for projects successfully completed in the last five (5) years. References should also include the local government point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	

Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

Printed Name

Signature

Name of Company

Address

Primary Contact Name / Email

City, State, Zip

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

Print Name

Signature

OWNERSHIP DISCLOSURE FORM

COMPANY NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (Title)

and the duly authorized representative of the Vendor of
_____ whose address is
(Name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Print Name

Signature

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Print Name

Signature

Title

Signed, sealed and delivered in the presence of:

Witness (Print Name)

Witness (Signature)