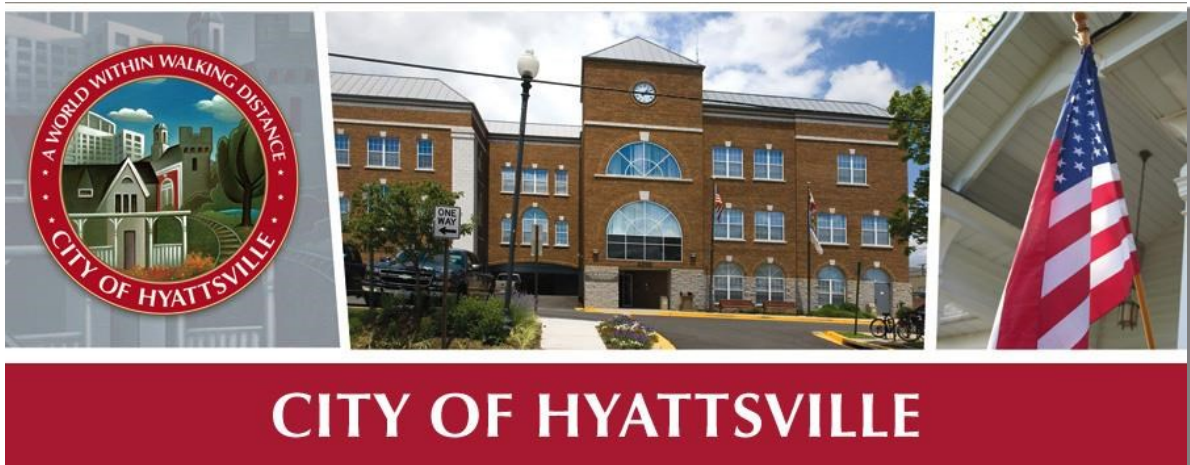


**February 08, 2018**

**RFP #FIN02082018**

**REQUEST FOR PROPOSALS**

**DOCUMENT SCANNING/DIGITAL IMAGE AND INDEXING CONVERSION SERVICES**



**Request for Proposal**

**Document Scanning/Digital Image and  
Indexing Conversion Services**

**City of Hyattsville**  
4310 Gallatin Street  
Hyattsville, MD 20781

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## **PURPOSE**

The City of Hyattsville (the City) is requesting proposals from Firms and/or Contractors for Document Scanning/Digital Image and Indexing Conversion Services. Sealed proposals will be accepted at the office of the City Clerk, City Hall, 4310 Gallatin Street, Hyattsville, Maryland 20781 no later than 4:00 P.M. EST time on Friday, March 9, 2018.

## **PROPOSAL SUBMISSION**

The original proposal, six (6) printed copies, and one (1) electronic or digital copy shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Clerk, 4310 Gallatin Street, Hyattsville, Maryland 20781 no later than 4:00 P.M., prevailing time Friday, March 9, 2018. The envelope shall be clearly labeled as "RFP for Document Scanning/Digital Image and Indexing Conversion Services". Proposals received after the hour specified will not be considered. Firms and/or Contractors are invited to be present at the RFP opening at 11 A.M. EST time Tuesday, March 13, 2018 at City Hall 4310 Gallatin Street, Hyattsville, Maryland 20781.

## **PRE-PROPOSAL CONFERENCE**

The Pre-Proposal Conference date is on Wednesday, February 21, 2018 at 12:30 P.M. on the first floor of City Hall located at 4310 Gallatin Street, Hyattsville, MD 20781 and is mandatory to submit a qualifying proposal for this project. Additionally, to facilitate the clarification of requirements or interpretations of this RFP, Firms and/or Contractors should submit via email and to the contact person noted on page 5, any questions they may have before the Pre-Proposal Conference date above or in writing the day off the Pre-Proposal Conference. Any clarifications or interpretations made to prospective Firms and/or Contractors will be conveyed back in writing via email and may also be in the form of an addendum, which, if issued, will also be conveyed in writing to all prospective Firms and/or Contractors no later than 4:00 P.M. on Friday, February 23, 2018.

## **FIRM/ CONTRACTOR CLARIFICATION**

By submitting a proposal, the Firm and/or Contractor certifies that the RFP has been fully read and that the Firm and/or Contractor understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

## **INSURANCE**

The successful Firm and/or Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Hyattsville, Maryland its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under contract by the City unless such certificates are submitted to and approved by the City beforehand.

All Firms and/or Contractors shall obtain and maintain liability insurance coverage. The Firms and/or Contractors shall, within ten (10) days of the execution of this agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows: The insurance company certifies that the insurance covered by this certificate has been endorsed as follows:

"The insurance company agrees that the coverage shall not be canceled, changed, allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Firm and/or Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Firm and/or Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Firm and/or Contractor shall obtain both performance and restoration bonds, acceptable to the City prior to commencing any public works construction project.

#### **ALTERATIONS OR MODIFICATIONS**

When awarded the contract will be under the direct supervision of the Coordinator of Purchasing, Contracts and Grants. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Firm and/or Contractor and the City Administrator or their designated representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

#### **SUBCONTRACTS**

The Firm and/or Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City Administrator.

#### **DISSEMINATION OF INFORMATION**

During the term of the resulting contract, the successful Firm and/or Contractor may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

#### **PERMITS/LICENSES**

The Firm and/or Contractor shall, at their expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Firm and/or Contractor shall give all necessary formal notices required in conjunction with the lawful execution of the work of this contract.

#### **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

The Firm and/or Contractor shall always during the term of this contract observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of

competent jurisdiction. The Firm and/or Contractor shall comply fully and completely with all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## **PROPOSAL REJECTION**

The City of Hyattsville reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

## **EXECUTION OF CONTRACT**

The successful Firm and/or Contractor shall, within then (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, along with this RFP, its attachments and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Firm and/or Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

## **CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The Firm and/or Contractor is not complying with the specifications.
- C. The Firm and/or Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The Firm and/or Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The Firm and/or Contractor refuses to proceed with work when and as directed by the City.
- F. The Firm and/or Contractor abandons the work or fails to provide timely reports.
- H. Convenience of the City.
- I. Failure to meet scope of services.

Firm and/or Contractor who have questions concerning various aspects of this contract should contact the following person:

Julius Wiggins  
Coordinator of Purchasing, Contracts and Grants  
4310 Gallatin Street  
Hyattsville, Maryland 20781  
301-985-5070  
[jwiggins@hyattsville.org](mailto:jwiggins@hyattsville.org)

## **SCOPE OF SERVICES**

**PURPOSE:** The City requires Firm and/or Contractor to have sufficient resources to be able to provide Document Scanning/Digital Image and Indexing Conversion Services in an efficient and accurate manner. The objective for these services is to:

- Provide scanning of records to digital image electronic format for access and records retention.

- Provide for indexing of digital records for access and conversion to the City's Financial Management System and document platform.

**SCOPE OF SERVICES:** The City requests competitive proposals for the following services:

- Document scanning/digital image with indexing and proper orientation at a minimum of 300 dpi.
- Indexing for conversion to digital based on an industry standard Image File Format that accommodates large and standard size documents at a minimum of 300 dots per inch and process these digital images to be seamlessly included into the City's current Financial Management System and document platform.
- Optical Character Recognition (OCR) Services. This process shall provide an accurate conversion of image data into a searchable PDF format.
- Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

#### 1) Handling and Receiving Requirements

##### Confidentiality, Accuracy and Security of Documentation:

- A. It is critical that the Firm and/or Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Firm and/or Contractor receives the documents from the City, they are responsible for the safekeeping. Firm and/or Contractor must secure materials in a secure, dry location and take great care in handling of fragile originals.
- B. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Firm and/or Contractor will be held responsible and fined up to \$500 for lost, stolen or damaged files, records and map documents. Also, no unauthorized reproduction or duplication of any files or records produced by the Firm and/or Contractor is permissible. These documents contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Firm and/or Contractor, they become solely responsible for the security of the documents.

##### C. Tracking and Inventory of City Documents:

1. The Firm and/or Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Firm and/or Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process.
2. Any discrepancies between the City's Department's inventory transmittal and the items received by the Firm and/or Contractor are to be resolved with ten calendar days. After scanning/digital image and indexing services have been completed and prior to returning records to the City, the Firm and/or Contractor will be required to perform a final quality control step that compares the final output to the manifest that the City provided to the Firm and/or Contractor to ensure that every document has been digitized and indexed. The Firm and/or Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the Firm and/or Contractor and is open to process re-engineering as suggested by the Firm and/or Contractor.

3. Pick-up and Turnaround Time: The Firm and/or Contractor will pick up City documents that are to be scanned to digital image and indexed from designated City sites; the Firm and/or Contractor is responsible for the pick-up of the City documents themselves, the City will determine if it benefits the City.
4. **The City and the awarded Firm and/or Contractor will mutually develop a procedure, as well as a pickup and delivery schedule. The City's plan includes weekly pickups.**
5. The City will determine the pickup locations and shall also require the Firm and/or Contractor to schedule a regular pick up of documents to be scanned to digital image and indexed.
6. Transportation of City Documents: All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.

2) Preparation Requirements

- a. Firm and/or Contractor shall perform "Document Preparation" as necessary to scan all files. Preparation of documents to be scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8 ½ x 11 or 8 ½ x 14 paper and other wise make the documents ready for processing.

3) Quality, Production and Pricing Requirements

- a. All data must be preserved in a form identical to, or functionally equal to, the original record.
- b. Scanned images shall be placed on a DVD and other industry approved devices for delivery to the City.
- c. Each scanned image shall have a unique file name specified by the City.
- d. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
- e. Firm and/or Contractor shall use 300 dpi or higher for those documents where it is required to meet the quality requirements.
- f. The Firm and/or Contractor shall not scan blank documents.
- g. Firm and Contractor shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
- h. Firm and/or Contractor shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer)
- i. Report and discuss any problem images that cannot be captured to meet benchmark specifications.
- j. Inspect archived maps for quality and consistency
- k. Post process digital images – (cropping, deskewing, despeckling, image rotation)
- L. A document may consist of one or many pages and should be addressed as follows: If the document has more than one page this document must be scanned as a single file multi-page document.
- m. Vendor invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

- 4) Record Accessibility: The City will require designated City Staff to have access to original City documents supplied to the Firm and/or Contractor for Scanning/Digital Image and Indexing Conversion Services in the

event a document is needed. The Firm and/or Contractor will provide the ability to locate and return to the City any original document that is in the possession of the Firm and/or Contractor within one business day from the time of request by an authorized department staff person.

After the City has fulfilled its need the Firm and/or Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning/digital image and indexing process, whichever applies.

**SPECIFICATIONS:**

Must meet or exceed the minimum specifications for the current ADS financial management software and document platform being used. Quality control must occur during all phases of scanning/digitizing (prior, during and while updating the metadata/indexing, and after sending scanned documents to our current financial management platform).

**Description of materials to be converted**

a. Source Documents:

- Letter and Legal-size documents (Anticipated largest is 11' x 17")
- Large Maps (potential quantity unknown)
- Pictures (potential)

b. Estimated Quantity: The following quantities are estimated. These figures are estimates, and the City reserves the right to adjust them up or down accordingly.

**Finance Department** (Includes Contracts, Grants and Procurement)

- #1 Filing Cabinet - four drawers containing MOU's and contracts
- #2 Filing Cabinet - three drawers containing RFP's.  #3 Filing Cabinet – two drawers containing grants

We estimate that cabinets 1 and 2 contain approximately 5,775 pages and cabinet 3 contains approximately 4,725 pages of which approximately 25% of the pages will be double-sided, totaling 12,469 pages.

**Finance Accounting Department**

- #1 Filing Cabinet - four drawers containing MOU's and contracts
- #2 Filing Cabinet - three drawers containing RFP's.  #3 Filing Cabinet – two drawers containing grants

We estimate that cabinets 1 and 2 contain approximately 5,775 pages and cabinet 3 contains approximately 4,725 pages of which approximately 25% of the pages will be double-sided, totaling 12,469 pages.

**Community and Economic Department**

- #1 Filing Cabinet - eight drawers containing MOU's and agreements
- #2 Filing Boxes that total 13 containing various documents, grants and other agreements
- #3 Filing Lateral Cabinets – 20 drawers containing various documents and agreements

We estimate that cabinets and boxes contain approximately 20,000 pages related to files in boxes, 30,000 pages from documents in filing cabinets and approximately 15,725 of pages contained in lateral cabinets.

**Human Resources Department**



- a. Source Documents – Employees Files
- #1 Filing Cabinet - three drawers containing employee files and associated documents totaling approximately 15,000 pages
  - #2 Filing Cabinet – two drawers containing other employee related files and associated documents totaling approximately 10,000 pages
  - #3 Filing Cabinet – three drawers containing other employee related files and associated documents totaling 15,000 pages
  - #4 (1) Lateral file drawer containing other employee related files and associated documents totaling 3,000 pages
  
  - #5 (1) Lateral file drawer containing other employee medical related files and associated documents totaling 3,000 pages

**Community Services Department**

- #1 (2) Filing Cabinet - four drawers containing program files, grants for associated documents totaling approximately 10,000 pages
- #2 (2) Filing Cabinet – four drawers containing various other program files and associated documents totaling approximately 5,000 pages

**City Clerk’s Office (Includes files for the Mayor, City Council and Board of Elections)**

- #1 Filing Cabinet - four drawers containing council meetings, minutes for Council and Board of elections and other associated documents totaling approximately 40,000 pages
- #2 Filing Boxes – 150 boxes containing various other files and associated documents for the Clerk’s Office, City Council and the Board of Elections totaling approximately 200,000 pages
- #3 File Boxes – 408 boxes of various archive file documents

**The quantities above are estimates and the City reserves the right to adjust them up or down accordingly.**

**PROPOSAL REQUIREMENTS:**

Proposals shall include all information solicited in this RFP. Responses to this RFP must include all proposal requirements. Respondent should not withhold any information from the written response.

**The following format and sequence will be followed to provide consistency in the Proposer’s responses:**

- A. Letter of Interest:
- The letter should include general information about the Firm, such as: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal.
- B. Proposed Project Work Plan:
- Provide an outline detailing your approach and concept of the project.
- C. Key Personnel:
- List those persons who will have a management position working with the City, if you are awarded the contract.
- D. List of Similar Projects and References:
- Provide a list of a minimum of three (3) similar relevant projects, together with information on the project scope, client, location, budget, common issues, services provided.

- Provide client references, including names, titles, addresses, telephone numbers and email addresses for these projects.

**Proposed Fees:**

Pricing for scanning/digital imaging and indexing services: **Provide a total price per image per document and price must include prepping and indexing.**

1. Pricing for scanned images for existing maps (conversion): Provide a total price per image to create digital image. Provide total price per document for reassembly and return of documents during regularly scheduled pickup.
2. Pricing for scanning/digital imaging services: Provide a total price per image for scanning 8 ½ x 11 regular formatted documents. Provide a total price per document for reassembly and return of documents during regularly scheduled pickup.
3. Pricing for scanning/digital imaging services: Provide total price per image for scanning 8 ½ x 14 large/legal formatted documents. Provide total price per document for reassembly and return of documents during regularly scheduled pickup.

**Technical Proposal:**

The following issues should be fully responded to in the proposal in concise **narrative form**, do not solely indicate ‘Y’ or ‘No’. Each issue **shall be referenced and presented in the following order:**

1. Please provide a list of security measures your company follows to safeguard the information contained within your customer’s documents; i.e., does your company use security badges for its employees, how often are your servers backed up, are background checks performed on your employees. Please elaborate.
2. Please provide your company’s procedures for tracking inventory (customer’s documents) once they are picked up from your customers. What tracking system do you use and how is it implemented? Please elaborate.
3. Please provide a list of equipment your company uses for scanning and indexing original to scanned images. Include the make and model number of the equipment, how many and the current version of scanning software being utilized. Also, explain your process of creating TIFF images and indexing. Please elaborate.
4. Please include in this description the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.
5. How many square feet are there in the storage facility where documents will be stored, scanned and indexing conversion services performed?
6. What is the physical address of the facility where the documents will be stored, scanned and indexing conversion services performed?
7. Please answer yes or no to the following requirements about the facility being used to perform scanning and indexing conversion services.

- a. Air-conditioned facility.....Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. Security alarm system.....Yes \_\_\_\_\_ No \_\_\_\_\_
  - c. Fire sprinkler system.....Yes \_\_\_\_\_ No \_\_\_\_\_
  - d. Will City records be above the floor in facility...Yes \_\_\_\_\_ No \_\_\_\_\_
  - e. Facility fitted with Fire Suppression System.....Yes \_\_\_\_\_ No \_\_\_\_\_
8. Does your company use its own vehicles to transport documents? Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned?
9. What method does your company use to straighten out the documents before scanning?
10. The questions below ask each Firm and/or Contractor to provide the City turnaround times for various scanning and indexing conversion requests. The Firm and/or Contractor's response should include day of pickup and delivery. The amount of 50,000 documents used in the questions below is used for example purposes only and does not constitute the average City pick-up. The number of City documents to be picked up may be higher or lower depending on work flow at the time. The Firm and/or Contractor awarded the contract will be expected to meet or exceed the proposed turnaround times, if the Contractor awarded the contract cannot meet their proposed turnaround times, the City will have the option of canceling the contract.
- Please provide the turnaround time for scanning 50,000 8 ½ x 11 documents, including prepping and indexing for conversion
  - Please provide turnaround time for scanning 50,000 8 ½ x 14 documents, including prepping and indexing for conversion
  - Please provide the turnaround time for scanning 10,000 map documents, including prepping and indexing conversion
11. How many years have you been in business?
12. What are your main offices and branch offices/Service Centers located in the United States? In Maryland?
13. How is customer support handled within your organization?
14. What is the name of your scanning/imaging product?
15. How many years has it been available and what is the software version?
16. The City requests the vendor to keep the City documents in a secure archival environment until the scanning/digital image and indexing process is complete. What is the estimated time your company will keep City records?

**ADDITIONAL INFORMATION FOR ALL FIRMS**

**EVALUATION OF PROPOSALS**

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible Firm and/or Contractor whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and References
- B. MBE/WBE/VOB
- C. Costs
- D. Regional based provider (Regional refers to the Maryland, Washington DC and Virginia areas)
- E. Completeness of RFP response
- F. *Narrative Response*
- G. Scope Requirements response

## **SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS**

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. The City Administrator has the responsibility to negotiate the most favorable cost, terms and conditions for the City of Hyattsville. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject all proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

## **QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process. Such communications initiated by a Firm and/or Contractor may be grounds for disqualifying the Firm and/or Contractor from consideration for this RFP award and/or any future City RFP opportunities.

For questions relative to interpretation of specifications or the proposal process please submit these inquiries to the contact person below. No interpretations of the meaning of the RFP documents will be made to any Firm and/or Contractor orally. Every request for such interpretation shall be in writing to the City of Hyattsville Procurement Office, and to be given consideration must be received in writing no later than 4:00 P.M. on Friday, February 23, 2018. Direct inquiries to:

Julius Wiggins  
Coordinator of Purchasing, Contracts and Grants  
City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
FAX – (301) 985-5007  
[jwiggins@hyattsville.org](mailto:jwiggins@hyattsville.org)

All such interpretations and/or Addendums to the RFP and will be emailed to all prospective firms at the number furnished by them by Monday, February 26, 2018.

Additionally, the City prohibits communications by a Firm and/or Contractor to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between the Firm and/or Contractor and the City will be initiated by the Coordinator of Procurement, Contracts & Grants to obtain

information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communications outside of the Coordinator of Procurement, Contracts & Grants with a Firm and/or Contractor shall be grounds for disqualifying for this RFP award and/or any future City RFP opportunities.

**FIRM AND/OR CONTRACTOR CERTIFICATION  
OF NON-INDEBTEDNESS TO THE CITY OF HYATTSVILLE**

Firm and/or Contractor hereby certifies and represents that any parent company's and subsidiaries are not currently indebted to the City of Hyattsville (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Firm and/or Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Firm and/or Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Firm and/or Contractor shall be liable for all excess costs and other damages resulting from the termination).

\_\_\_\_\_  
Name of Firm or Contractor

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

Attest: \_\_\_\_\_

**PERFORMANCE BOND**

Know all men by these presents that we \_\_\_\_\_ herein after called the Principal, and \_\_\_\_\_, hereinafter called the SURETY, a corporation organized and existing under the laws of the State of Maryland are held and firmly bound unto the City of Hyattsville, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of \_\_\_\_\_ Dollars & 00/100 (\$ \_\_\_\_\_), lawful money of the United State of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain proposal, dated \_\_\_\_\_, 2014, to perform the WORK for the OBLIGEE, in connection with the

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WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the State of Maryland; and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this Bond to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied, or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this bond to be signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_ 2018.

(INDIVIDUAL PRINCIPAL)

(Seal)

\_\_\_\_\_  
(Signature of Individual)

Witness:

