

TOWN OF OCEAN CITY
Ocean City, Maryland



PROCUREMENT DEPARTMENT

PROPOSAL DOCUMENTS
FOR THE

FIRE SIMULATION SOFTWARE PACKAGE

THIS SPACE FOR DEPARTMENT USE
Date of Award:
Awarded To:
Chargeable to Account :
Pre-Proposal Conference: Tuesday, June 16 th , 2015 at 1:00pm
Last Day for Questions: Thursday, June 18 th , 2015 at 1:00pm
Proposal Opening Date and Time: Tuesday, June 30 th , 2015 at 1:00pm
Proposal Opening Location: 204 65 th St., Bldg. A, Ocean City, MD 21842
Ad Run: N/A

TABLE OF CONTENTS

SECTION I: INTRODUCTION	3
1. PURPOSE	3
2. CLARIFICATION OF TERMS	3
3. QUESTIONS AND INQUIRIES	3
4. FILLING OUT PROPOSAL DOCUMENTS	3
5. SUBMISSION OF PROPOSAL	3
6. OPENING OF PROPOSALS	4
7. ACCEPTANCE OR REJECTION OF PROPOSALS	4
8. NOTICE TO VENDORS	5
SECTION II: GENERAL INFORMATION	6
1. ECONOMY OF PROPOSAL	6
2. RESPONSIBILITIES OF THE VENDOR	6
3. PROPRIETARY INFORMATION OR TRADE SECRETS	6
4. OWNERSHIP OF MATERIALS	6
5. CONTRACT AWARD	6
6. AUDIT	7
7. NONPERFORMANCE	7
8. ASSIGNMENT	7
9. MODIFICATION OR WITHDRAWAL OF PROPOSAL	7
10. DEFAULT	7
11. COLLUSION/FINANCIAL BENEFIT	7
12. TAX EXEMPTION	8
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	8
14. INDEMNITY	8
15. STATUS OF VENDOR	8
16. APPLICABLE LAWS	8
17. SUSPENSION OR TERMINATION FOR CONVENIENCE	8
18. CONTRACT CHANGES	9
19. ADDENDUM	9
20. INSURANCE REQUIREMENTS	10
SECTION III: PROPOSAL SPECIFICATIONS	12
1. SCOPE	12
2. MINIMUM REQUIREMENTS	12
3. VENDOR QUALIFICATIONS	13
4. MAINTENANCE CONTRACT	13
5. DELIVERY	13
SECTION IV: EVALUATION AND SELECTION PROCESS	14
1. EVALUATION	14
FORM OF PROPOSAL FIRE SIMULATION SOFTWARE PACKAGE	15
REFERENCES	16
EXCEPTIONS	17
INDIVIDUAL PRINCIPAL	18
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID	19
NON-COLLUSIVE AFFIDAVIT	20

SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of the Request for Proposal Document is for the Town of Ocean City (“Town”) to be provided with a turnkey Fire Simulation Software Package in conformity with the requirements contained herein (“Proposal Document(s”).
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms or individuals that submit a Proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Proposal Documents and bidding requirements, please contact Nicholas Rice at nrice@oceancitymd.gov or call 410-723-6643.
 - 3.2. Copies of the Proposal Documents are available at http://oceancitymd.gov/City_Manager/bids.html or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT PROPOSAL DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. **Submit one (1) unbound original and four (4) copies.**
 - 4.3. Proposals should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document, Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit.
 - 4.4. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up 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.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
 - 4.7. Each copy of 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.
 - 4.8. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
 - 4.9. 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 Town.
5. SUBMISSION OF PROPOSAL
 - 5.1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Town of Ocean City, Maryland and will be identified with the project name: **FIRE SIMULATION SOFTWARE PACKAGE** and the Vendor’s name and address. Proposal Documents sent by mail will be enclosed in a separate mailing envelope with the notation “**SEALED PROPOSAL DOCUMENTS ENCLOSED**” on the face thereof.
 - 5.1.1. **Proposal Documents should be addressed to: Town of Ocean City, Attn: Procurement Department, 204 65th Street, Bldg. A, Ocean City, MD 21842**

- 5.1.2. Proposals are due and will be opened at 1:00 p.m. on Tuesday, June 30th, 2015.**
- 5.2. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement or Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.
- 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents reach the Procurement Department's office prior to the local time and date specified for receipt of Proposal Documents. The Town will NOT BE RESPONSIBLE for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal Document submission date.
- 5.4. 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.
- 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Proposal Documents will be valid for a minimum of sixty (60) days from the date of Proposal Document opening.
6. OPENING OF PROPOSALS
- 6.1. Proposal Documents received on time will be opened publicly and only vendor's names will be read aloud for the record.
- 6.2. The Contract will be awarded or all Proposal Documents will be rejected within one hundred twenty (120) days from the date of the Proposal Document opening.
7. ACCEPTANCE OR REJECTION OF PROPOSALS
- 7.1. 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 Town to accept it. The Town 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 Town for any debt or contract.
- 7.2. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
- 7.2.1. 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.
- 7.2.2. Character, integrity, reputation, experience and efficiency.
- 7.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
- 7.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
- 7.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
- 7.2.6. Statement of current work load and capacity to perform/provide the Goods and/or Services.
- 7.2.7. Explanation of methods to be used in fulfilling the Contract.

- 7.2.8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
- 7.3. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
- 7.4. The Town 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 Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.
8. NOTICE TO VENDORS
- 8.1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves 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 is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. **ECONOMY OF PROPOSAL**
 - 1.1. 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**
 - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Goods and/or Services furnished in the Proposal Documents. The Vendor will provide/perform the Goods and/or Services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Goods and/or Services of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Goods and/or Services required under the awarded 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 Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Goods and/or Services furnished under the Contract.
 - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. **PROPRIETARY INFORMATION OR TRADE SECRETS**
 - 3.1. 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) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. **OWNERSHIP OF MATERIALS**
 - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of 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 Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. **CONTRACT AWARD**
 - 5.1. A written award by the Town 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 Town 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.
 - 5.2. Proposal Documents and Contracts issued by the Town 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.

- 5.3. Town personal property taxes (“Taxes”) must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- 5.4. The Town 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 Goods and/or Services should the project size warrant it. 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**
 - 6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
7. **NONPERFORMANCE**
 - 7.1. The Town reserves the right to inspect all operations and to withhold payment for any goods 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 Town. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.
8. **ASSIGNMENT**
 - 8.1. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without Town’s prior written approval.
 - 8.2. 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.
9. **MODIFICATION OR WITHDRAWAL OF PROPOSAL**
 - 9.1. 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.
10. **DEFAULT**
 - 10.1. The Contract may be cancelled or annulled by the Town 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 Town for cost to the Town in excess of the defaulted Contract price.
11. **COLLUSION/FINANCIAL BENEFIT**
 - 11.1. The Vendor certifies that his/her 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.
 - 11.2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, 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 Proposal Document and subsequent Contract.

12. TAX EXEMPTION

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

13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

13.2. 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.

14. INDEMNITY

14.1. The Successful Vendor agrees to indemnify, defend, and hold harmless the Town 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, or property 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.

14.2. 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 Goods under this Proposal Document and subsequent Contract.

15. STATUS OF VENDOR

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

15.2. It is understood that the relationship of Vendor to the Town 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 Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

16. APPLICABLE LAWS

16.1. 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.

17. SUSPENSION OR TERMINATION FOR CONVENIENCE

17.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Goods and/or Services under the Contract for such time as may be determined by the Town 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 Goods and/or Services without invalidating the provisions of the Contract.

- 17.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Goods and/or Services in whole or in part.
 - 17.3. Any notice issued pursuant to Sections 18.1 and/or 18.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Goods and/or Services on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Goods and/or Services not terminated.
 - 17.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Goods and/or Services actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
 - 17.5. In the event of a termination, pursuant to Section 18.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 18.4 for the following:
 - 17.5.1. Completed and acceptable Goods and/or 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 Goods and/or Services;
 - 17.5.2. Expenses sustained prior to the effective date of termination in providing/performing Goods and/or Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Goods and/or Services, plus fair and reasonable sums for overhead and profit.
 - 17.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Goods and/or Services not completed prior to the date of termination of the Contract.
18. CONTRACT CHANGES
- 18.1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or 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 (Change Order) to the Contract signed by the Procurement Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the Town.
 - 18.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.
 - 18.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or 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 Goods and/or Services that are eliminated.
19. ADDENDUM
- 19.1. 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 Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Proposal Documents.

- 19.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town 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.
- 19.3. 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.
- 19.4. 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 Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 19.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Proposal Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
20. **INSURANCE REQUIREMENTS**
- 21.1. Unless otherwise required by Special Conditions for this Agreement the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
- 20.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
- 20.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.
- 20.1.3. 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.
- 20.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
- 21.1.4.1. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing work in conjunction with this Agreement.
- 21.1.4.1.1. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, 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 the Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.
- 21.1.4.2. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.

21.1.4.3. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONSULTANT IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

END OF SECTION

SECTION III: PROPOSAL SPECIFICATIONS

1. SCOPE
 - 1.1. The Ocean City Fire Department is looking to purchase a standalone turnkey Fire Simulation Software Package to assist in the development of our Incident Command Training and Officer Development Programs.
2. MINIMUM REQUIREMENTS
 - 2.1. The Town is seeking an interactive type simulator with a minimum of a 15" display area.
 - 2.2. The software based tactics simulation system will add a realistic learning 3-dimensional environment that is both dynamic and real to life, allowing fire and smoke to react to the user's actions. The simulated incidents will create a controlled virtual emergency environment within which the user can apply the concepts of incident command, apparatus placement, strategy and tactics, water supply, etc., while receiving feedback from both the facilitator and the computer simulation system as the incident scenario unfolds in real time based upon the decisions that are made by the user.
 - 2.2.1. The software must allow for the creation of scenarios utilizing apparatus currently being used by the Ocean City Fire Department, by:
 - 2.2.1.1. Customizing the location and size of the fire;
 - 2.2.1.2. Including occupants in the structure, bystanders in front of the structure; and
 - 2.2.1.3. The capability to change the construction type of the structure.
 - 2.2.2. Once the fire has started, the fire model will grow and spread based on NIST fire modeling data without input from the facilitator and the fire will react to tactics that users employ while working on the scene.
 - 2.2.3. The software must not limit the actions of the user, allowing them to make mistakes that they might make on the fireground and giving command the ability to correct those mistakes.
 - 2.2.4. The software will allow each user to open any ventilation point, vent-enter-search, set fans, and employ tactics in the 3D environment, eliminating the need to script every correct and incorrect action of the user.
 - 2.2.5. The software must track the actions of each user in each scenario to report the order of events such as when the 360 was completed, when the gas was turned off, when the windows were vented, order in which rooms were searched and doors were opened, etc. tracking the who, what, and when on the virtual fire scene.
 - 2.2.6. The software will allow users to experience the same type of communication as is commonly heard on the fireground.
 - 2.3. Vendors must propose the necessary equipment and software to make a fully functional incident command simulator with five (5) mobile/portable incident command simulators.
 - 2.3.1. Describe the minimum and optimal hardware requirements including: processor, disk space, memory, video, OS, and monitor.
 - 2.3.2. Describe any non-standard hardware or interface devices required or supported by Vendor's system, the source and cost of obtaining replacements, as well as the types of connections required.
 - 2.3.3. Describe the processes, capabilities, and requirements for system administration of Vendor's product, including maintenance, upgrades, available APIs, data import/export capability, database requirements, etc.
 - 2.4. Support: The Successful Vendor must provide all support for the hardware and software.

- 2.5. Training: The Successful Vendor must provide training to department staff on system set-up and use of the simulator system. This training must be provided on-site to a group of users/facilitators on a date selected by the department.
- 2.6. Warranty: The Successful Vendor must provide, at a minimum, a three year 24/7 on-site warranty on the hardware and software.
3. VENDOR QUALIFICATIONS
 - 3.1. Must have a minimum of three (3) years of Incident Command Simulator System experience.
 - 3.2. Must have the capability of providing the volume of equipment and software requested within these Proposal Documents.
 - 3.3. Must be available at all times to answer inquiries and provide maintenance services required under the Maintenance Contract.
4. MAINTENANCE CONTRACT
 - 4.1. Vendors must submit a proposed Maintenance Contract with their Proposal Documents.
5. DELIVERY
 - 5.1. Delivery, installation, and training must be completed on-site to the Town no later than Thursday, October 1st, 2015.
6. PRE-PROPOSAL CONFERENCE
 - 6.1. A pre-proposal conference will be held at the Ocean City Fire Department Headquarters, located at 1409 Philadelphia Avenue, Ocean City, MD 21842, on Tuesday, June 16th, 2015 at 1:00 p.m., EDT.
7. QUESTIONS
 - 7.1. The last date to submit questions for clarification will be 1:00 p.m., EDT, Thursday, June 18th, 2015.
8. METHOD OF AWARD
 - 8.1. The Town intends to award to the Vendor whose Completed Proposal Documents represents the best value to the Town.

END OF SECTION

SECTION IV: EVALUATION AND SELECTION PROCESS

1. EVALUATION

1.1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Proposal Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
30%	Performs in accordance with the Town's objectives
20%	Quality, Accuracy, and Reliability of the product/brand
20%	Relevant company experience
20%	Ability to meet Implementation Deadline
10%	Price

1.2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Does not satisfy	0
Meets in a limited fashion	1
Satisfies the requirement	2
Marginally exceeds the requirement	3
Surpasses all aspects of the requirement	4

1.2.1. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

- 1.3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
- 1.4. The Town may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the Town. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the Town's sole discretion.
- 1.5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
- 1.6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Procurement Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the Town's sole discretion.

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

FORM OF PROPOSAL FIRE SIMULATION SOFTWARE PACKAGE

To whom it may concern:

We hereby submit our Proposal Documents for “FIRE SIMULATION SOFTWARE PACKAGE” 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 Vendor for award of the referenced Proposal.

Item No.	Description	Pricing
1	Hardware	
2	Software License(s), Including Annual Maintenance	
3	Implementation	
4	Training	
5	Other Costs	

Vendors must include all items necessary to provide the products and services specified. Additional items must be itemized and added to the list above. Vendor’s price must include all labor, materials, products, and services necessary to install and provide the products and/or services as specified. THE TOWN WILL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE PROPOSAL. All charges for overtime, installation, shipping, etc. must be included.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

*If you answered Yes to either of the above questions please attach documentation to your Proposal describing further.

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE TOWN.

Sign for Identification

Printed Name

REFERENCES

List five (5) references for which the Vendor has provided Incident Command Simulator Systems to City, County, and/or State governments during the last 12-36 months. Include contact name, address, telephone number, email address and goods sold.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

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.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

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 Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town 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.

Sign for Identification

Printed Name

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 Goods and/or Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Goods and/or 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 Goods and/or 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.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title