



**PROPOSAL NO. P1775.23**

**DATE ISSUED: February 22, 2023**

**CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM AND GRANTS  
MANAGEMENT SYSTEM**

**REQUEST FOR PROPOSAL**

**BY**

**CITY OF HAGERSTOWN  
FINANCE DEPARTMENT  
1 EAST FRANKLIN STREET, 4<sup>TH</sup> FLOOR  
HAGERSTOWN MD 21740**

**BID SUBMISSION DEADLINE:** Thursday, March 16, 2023 at 2:00PM

**SUBMIT BIDS TO THE CITY OF HAGERSTOWN'S DROPBOX VIA THE FOLLOWING LINK:**  
<https://www.dropbox.com/request/cZdPF0qe3fVZzrKd8oEq>

**PRE-BID MEETING REQUIRED:** None

**BID BOND REQUIRED:** None

February 22, 2023

PROPOSAL NO. P1775.23

CRM System and Grants Management System

The City of Hagerstown Department of Community & Economic Development (DCED) is pleased to invite the submission of proposals to modernize its Customer Relationship Management (CRM) system, and establish a portal for applicants to submit their digital Grant applications versus traditional paper and PDF applications.

All inquiries should be directed, in writing to Tyler French (Procurement Administrator) at [tfrench@hagerstownmd.org](mailto:tfrench@hagerstownmd.org). Specifications and instructions can be found via electronic format on the City of Hagerstown's website at <http://www.hagerstownmd.org/bids.aspx>. Prospective vendors are responsible for making copies as required to satisfy their needs. The City is the sole entity authorized to provide this Request for Proposal ("RFP") package to interested companies or individuals. Firms who are working with an RFP package from another source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package. Addendums will be posted to the City's website. Check the webpage for the particular proposal solicitation for any posted addendum(s).

Proposals will be received via the City of Hagerstown's Dropbox using the following link: <https://www.dropbox.com/request/cZdPF0qe3fVZzrKd8oEq> by no later than Thursday, March 16, 2023 at 2:00 PM. All proposals must be named "P1775.23 (Name of Firm) – CRM System." The City of Hagerstown will not assume responsibility for any proposals that are submitted late or incorrectly.

The City of Hagerstown shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

The City of Hagerstown reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown.

Tyler French  
Procurement Administrator  
CITY OF HAGERSTOWN

# CITY OF HAGERSTOWN

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

### INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown’s Finance Department, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter “City”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Procurement Administrator shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

*Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.*

### GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Procurement Administrator, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

## GENERAL CONDITIONS OF BIDDING, continued

3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Procurement Administrator, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Administrator of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Procurement Administrator whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Procurement Administrator of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

## GENERAL CONDITIONS OF BIDDING, continued

8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
  
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
  
10. **General Guaranty:** Bidder agrees to:
  - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
  
  - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
  
  - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

**GENERAL CONDITIONS OF BIDDING, continued**

- 11. Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.
- 12. Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Tyler French  
City of Hagerstown Finance Department  
1 East Franklin Street, 4<sup>th</sup> Floor  
Hagerstown, MD 21740

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the City to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY.** No requests received after 3:00 PM on Monday, March 6, 2023 will be considered.

- 13. Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
- 14. Late Bids:** Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

## GENERAL CONDITIONS OF BIDDING, continued

15. **Mailing of Bids:** The City assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarked indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
16. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Procurement Administrator.
17. **Officers Not to Benefit:** No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.
18. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered, in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
19. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City (unless other specified). All bids must be received via the Dropbox link provided on or before the date and time specified in this bid document. **NO** bids received after such stipulated time and date will be considered by the City. *Facsimile Bids and Emailed Bids will not be accepted.*

## GENERAL CONDITIONS OF BIDDING, continued

- 20. Reservations:** The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.
- 21. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the “Invitation to Bid”, please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the City’s lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 22. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the City’s written approval prior to bid opening. Substitution requests must be received by the Procurement Administrator no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 23. Taxes:** The City is exempt from State of Maryland Sales Tax. The City’s Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
- 24. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.



## SPECIFICATIONS REFERENCES

- 1. Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 2. Samples:** The Procurement Administrator reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Procurement Administrator that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Procurement Administrator shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Procurement Administrator" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.
- 3. Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Procurement Administrator hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Procurement Administrator to judge if each requirement of the specifications is being complied with.

## AWARD

- 1. Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the City to accept it. For contracts of services, the following shall be considered when applicable: the ability, capacity, and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality, and adaptability of the Bidders supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts.
- 2. Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the City.
- 3. Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 4. "Requirements" Contract Bid Quantities:** On "Requirements" bids, acceptance shall bind the City to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

**AWARD**, continued

**5. Responsibility/Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Procurement Administrator on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Procurement Administrator shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

## AWARD, continued

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Procurement Administrator with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

## CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Procurement Administrator, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Procurement Administrator and they shall be liable for any costs incurred by the City as a result of his/her default.

## CONTRACT PROVISIONS, continued

4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Procurement Administrator shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
  - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
  - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
  - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
  - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
6. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders 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.

## CONTRACT PROVISIONS, continued

7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Procurement Administrator's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Finance Department.
9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Procurement Administrator, but in no case, shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b. Extended upon written authorization of the Procurement Administrator and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

## **INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS**

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.

### **1. WORKERS COMPENSATION:**

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

#### Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- \$100,000 (Each Accident) \$500,000 (Disease – Policy Limit) \$100,000 (Disease – Each Employee)

### **2. COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

#### Minimum Limits Required:

Occurrence Form

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS, continued**

**3. BUSINESS AUTOMOBILE LIABILITY:**

The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

**4. CERTIFICATE(S) OF INSURANCE:**

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

**5. DEDUCTIBLES OR SELF-INSURED RETENTION:**

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**6. GENERAL INDEMNITY:**

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.



Introduction:

The City of Hagerstown Department of Community & Economic Development (DCED) is pleased to invite the submission of proposals to modernize its Customer Relationship Management (CRM) system, and establish a portal for applicants to submit their digital Grant applications versus traditional paper and PDF applications. The ideal candidate will not only replace the Department's current technology, but will also provide a holistic, transformative solution to help the City of Hagerstown provide world-class management services with developers and businesses. DCED sees the new CRM and Grants Management Portal solution as the platform for this vision.

Our primary goal is to establish a one stop system that can reduce manual record keeping, paperwork, and duplication of effort associated with the intake, processing, and follow-up of individual and business contacts, applications for our Invest Hagerstown, Partners in Economic Progress (PEP), and other incentive programs, passthrough funding, and tracking of deliverables. To that extent we desire a complete system, including all software, network hardware, and services including installation, training, and on-going support.

SYSTEM REQUIREMENTS:

1. **Experience:** While no specific minimum is specified, vendor experience in developing, installing, and supporting CRM and Grants Management software solutions will be considered in the award decision process. Upon request, vendor must provide references currently utilizing the required functionality detailed for delivery in this RFP.
2. **Required Specifications:** The following specifications are those identified by the City as crucial and necessary. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a "turnkey" application, costs for each specification will be listed.

Customer Relations Management System:

- A. **MUNIS Integration:** The system must be able to seamlessly integrate with the City's established Tyler MUNIS system (*version MUNIS 2019.1.22.x*).
- B. **Database Relationships:** The system will utilize "one-to-many" data relationships to manage multiple contacts for a single property and/or multiple businesses/tenants located within a single property.
- C. **Linking Data:** The system must be able to accurately link individual contacts, properties, businesses, associations, and affiliations.
- D. **Required Database Tables:** The following tables will be required to organize data fields within the customer relations management system:
  - a. Contacts
  - b. Businesses
  - c. Properties

- E. **Required Individual Contact Fields:** The following fields will be required and stored for each individual contact stored within the customer relations management system:
- a. Name
  - b. Company Name
  - c. Address
  - d. Email Address
  - e. Phone Number(s)
  - f. Affiliations
  - g. Properties
  - h. Businesses
- F. **Required Business Contact Fields:** The following contact fields will be required and stored for each business within the customer relations management system:
- a. Business Name
  - b. Business Address
  - c. Primary Contact
  - d. Associated Contacts
  - e. Business Email Address
  - f. Business Phone Number
  - g. Website
  - h. Social Media
  - i. Date Opened
  - j. Date Closed
  - k. Business Type (Education, Healthcare/Social Assistance, Institutional, Manufacturing, Communications/Media, Professional Services, Public Administration, Retail, Restaurant, Arts & Entertainment, Hospitality)
  - l. Employee Records as of \_\_\_ (Fulltime, Part Time, Seasonal)
  - m. For Profit or Non-Profit
  - n. Minority Owned
- G. **Required Property Contact Fields:** The following contact fields will be required and stored for each business within the customer relations management system:
- a. Property Owner
  - b. Property Nickname
  - c. Property Address
  - d. Primary Contact
  - e. Parcel Number
  - f. Square Footage
  - g. Number of Floors
  - h. Units/Suites
  - i. Current Zoning
  - j. Enterprise Zone (Y/N)
  - k. Opportunity Zone (Y/N)

- H. **Notating Interactions:** The system will allow the submission of notes to a contact card/page for future reference.
- I. **Seamless Updating:** System will automatically update information under each linked page simultaneously when data is updated. (i.e., Contact information updates on multiple linked pages.)
- J. **Search Function:** System will utilize a search feature that allows for partial and exact searches for individual contacts, properties, businesses, associations, and affiliations.

Grants Management System:

- A. **Applicant Portal:** System will provide the ability for applicants to submit their initial application and upload supporting documents. Users will have capability to upload additional requested information as needed. The following programs will need to be supported in the Applicant Portal:
  - a. Invest Hagerstown: City Center Redevelopment Grant
  - b. Invest Hagerstown: City-Wide Redevelopment Grant
  - c. Invest Hagerstown: Rental Rehabilitation Grant
  - d. Invest Hagerstown: Commercial Sign & Façade Grant
  - e. Invest Hagerstown: Homeownership Grant
  - f. Partners in Economic Progress (PEP): Building Rehabilitation
  - g. Partners in Economic Progress (PEP): Rent Relief
  - h. Pass Through Funding (Community Legacy): Fire Suppression System Grant
- B. **Staff Dashboard:** System will provide a dashboard for internal staff to allow the interaction of submissions and data. This will include the tracking of deliverables for customized incentive agreements that are not part of the Applicant Portal.
- C. **Manages Deadlines:** System will manage deadline dates, and provide automatic reminders of items required and project completion dates.
- D. **Workflow Process:** System will utilize a process for viewing, assigning, and completing tasks by staff associated with each application submission.
- E. **Progress Status:** System will provide the ability for applicants and staff to monitor the progress of applications and determine current application workflow status such as:
  - a. “New Application”,
  - b. “Supporting Documentation Needed”
  - c. “Reviewed – Action Needed”
  - d. “Approved – Project Pending”
  - e. “Approved – Project Underway”
  - f. “Complete – Receipts Under Review”
  - g. “Completed”
  - h. “Denied”.
- F. **Required and Optional Fields:** System will provide the ability to assign text and radio fields as “required” or “optional” to be completed by the applicant. “Required” fields will prevent an applicant from progressing if left blank.

- G. **Data Comparison:** System will allow for the comparison of financial data stored in the system year over year.
- H. **Search Function:** System will utilize a search feature that allows for partial searches in addition to exact for individual contacts, properties, businesses, and property addresses.
- I. **Logged Applications:** System will link and log current and prior applications to a contact and property within the system.
- J. **Cloud-Based Storage:** System will provide the cloud-based storage of active and completed applications.

Required General Features:

- A. **Installation and Training:** An employee of the software developer or individual certified by software developer must perform installation and training.
- B. **Secure Web Access:** The system can be accessed remotely by users and administrators via static website.
- C. **Activity Planning & Tracking:** Tasks can be assigned and tracked on an individual basis, and/or generated automatically based on business rules.
- D. **Microsoft Office Integration:** Ability to integrate with Office 365 Suite & products, including ability to import/export Excel and CSV files.
- E. **Ad-Hoc Reports:** Ability to Create, Pull, Filter, Sort Summarize, Compare, and Share Routine and Ad-Hoc Reports.
- F. **Standard Reports:** Application must provide standard tailorable property and evidence-based management reports to include a minimum of the following report types:

<i>Contact Report</i>	Lists all of the records located at each location specified in the report.
<i>Contact Interaction Report</i>	Lists all interactions made within a specific timeframe.
<i>Query Report</i>	Reports on the specific selection of records returned as a result of a query or a search.
<i>Audit Report</i>	Shows the audit trail for all applications by progress status and lists every project address, developer name, incentive program name, and the date & time the application was last changed.
<i>Balance Report</i>	Shows the total amount of funds committed, disbursed, and/or uncommitted for each incentive program.

*Fiscal Year Summary Report*

Lists all active/completed projects during a given fiscal year. Pulls data pertaining to: 1) Program Name, 2) Project Name, 3) Address, 4) Deadline, 5) Investment, 6) Jobs Created, 7) Apartments Created, 8) Apartments Renovated, 9) Grant Awarded, 10) Grant Forfeited, 11) Amount Disbursed, 12) Amount Undisbursed, 13) Notes

*Wait List Report*

Lists the items that are flagged with a pending action, e.g., all items that have an action or are on a waiting list.

- G. **Imported/Custom Reports:** Application must provide the ability to import reports generated using MUNIS. These imported reports must be able to be named, saved, and run directly from inside the application. Additional reports may be added by the vendor at the request of the customer or customer may at no future/additional charge have the ability/permission within the system to produce, save and activate reports on their own without vendor permission or assistance.
- H. **Password Security:** Application must require a valid User ID and Password in order to log into the application. System must also lock an account after a defined number of failed log-in attempts using that User ID. Security maintenance must allow for ability to grant or deny permission to certain functionality within the system to individual users.
- I. **Metadata:** System will have the ability to pull from multiple data aggregators such as County Tax Records, Maryland SDAT, City of Hagerstown ARCGIS, commercial real estate transactions, business licensing, and others as determined at a later date.
- J. **Conditional Logic:** The system will employ conditional logic to generate additional questions, dialogue, or statements on eligibility for a program as needed.
- K. **Signature Capture:** Application must have a way to capture a digital signature on form/application submissions.
- L. **Importing:** The application must have an import utility that allows records to be imported from one or more different outside data sources. It must also allow for the updating of current records within the application. The import utility must also provide field data type validation, duplicated record validation, and data validation. An error log with date and time stamp must also be kept by the system each time an import is run. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.
- M. **Exporting:** The application must have an export utility that allows users to create, save, and run any number of export routines. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.

- N. **Access to Data.** In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Hagerstown to perform a governmental function are public records of the City of Hagerstown pursuant to the Maryland Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within five (5) business days of the notice.
3. **Desired but not Required Specifications:** The following specifications are those identified by the City as desirable, but not required. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a “turnkey” application, costs for each specification will be listed.
- A. **Forms and Letters:** The system may, but is not required to, provide the ability to automate the generation and timing of Forms and Letters that the department currently produces manually and electronically. System includes configurable letters and agreements.
- B. **Constant Contact Integration:** The system may, but is not required to, integrate with Constant Contact to assist with the management of businesses and email campaigns.
- C. **Electronic Correspondence Logging:** Interactions are recorded and automatically logged as associated with the relevant contact/application.
- D. **Example Documents:** System may provide the ability to provide example documents/forms to be displayed for each incentive program application to be used as a reference by applicants.
4. **Hardware:** Application must support open-source hardware; however, vendor should provide pricing for any/all hardware components the vendor offers.
5. **Warrantees:** The vendor will supply pricing for all warrantee options.
6. **Licensing and Maintenance:** Vendor will provide licensing and maintenance costs for the first year. The vendor will also provide licensing and maintenance pricing for the four subsequent years.
7. **Operating System & Database:** Software must be compatible with Microsoft Windows Server and Microsoft SQL Server.

## **8. Criteria for Review of Proposals Includes:**

- a. Experience in developing, installing, and supporting CRM and Grants Management software solutions.
- b. Ability for vendor to provide a complete system, including all software, network hardware, and services including installation, training, and on-going support.
- c. Vendor identification of those features/specifications that are not currently available.
- d. Quality and viability of the proposed software package for Department needs.
- e. Price point for both the initial set up and configuration, and annual cost thereafter.
- f. Ability to deliver the product in a timely manner.

DCED will work with our IT Staff to review received proposals and ensure vendor capability.

**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
**This page must be submitted with price proposal**

**BIDDER'S MUST STATE THE FOLLOWING:**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

This form was completed and submitted by: \_\_\_\_\_  
(Please print or type full name)

Title of Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_



**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
**This page must be submitted with price proposal**

\_\_\_\_\_  
Bidder's Company Name

**SIGNATURE TO BID**

**NOTE: Bidders shall use this page as a cover page when submitting their bid.**

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.**

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
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**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE PRINTED: \_\_\_\_\_

TELEPHONE & FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_ FEDERAL EMPLOYER'S IDENTIFICATION NO. \_\_\_\_\_

***For Informational Purposes Only:*** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
**This page must be submitted with price proposal**

The following information is required as part of your response to this solicitation.

**REFERENCES:** The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Date of Project: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Date of Project: \_\_\_\_\_

**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
**This page must be submitted with price proposal**

**REFERNCES (Cont'd)**

3. Project Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Date of Project: \_\_\_\_\_

**Proposal No. P1775.23**  
**CRM System and Grants Management System**  
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**Notice: Bid Information Subject to Inspection Under Maryland’s Public Information Act**

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland’s Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City’s Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company’s interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland’s Public Information Act:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Company Name \_\_\_\_\_