

# **PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM**

Request for Proposals

RFP- IT-2017-002

Title: Installation of Structured Cable Plants for Internal Connections

**ISSUE DATE:**

**April 20, 2017**

**SITE VISIT:**

**Date: May 1, 2017**

**Time: 2:00 P.M. through 5:00 P.M**

**OR**

**Date: May 3, 2017**

**Time: 11:00 A.M. through 2:00 P.M.**

**Largo-Kettering Branch  
Prince George's County Memorial Library System  
9601 Capital Lane  
Largo, Maryland 20774**

**PROJECT MANAGER:**

**Carla Moore**

**Director of Information Technology**

**DEADLINE FOR QUESTIONS:**

**May 5, 2017 by 3:00 PM**

**RESPONSES TO QUESTION:**

**May 10, 2017**

**DEADLINE FOR PROPOSAL SUBMISSION:**

**May 19, 2017, by 3:00 P.M.**

**PROPOSAL SUBMISSION FORMAT:**

**PDF**

**EMAIL TO SUBMIT PROPOSAL:**

**[procurement@pgcmls.info](mailto:procurement@pgcmls.info)**

# **PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM**

## Request for Proposals

Title: Installation of Structured Cable Plants for Internal Connections

RFP-IT-2017-002

---

### *Background*

Prince George's County is in the state of Maryland, immediately north, east, and south of Washington, D.C. As of 2010 U.S. Census Bureau has its population as 863,420 and is the wealthiest county in the nation with an African-American majority. The county is a part of the Baltimore-Washington Metropolitan Area.

The mission of the Prince George's County Memorial Library System is to provide materials and information for study and personal enrichment. We offer strategies for lifelong learning through access to varied media and professional guidance by our staff. We focus all resources on the needs of our customers.

PGCMLS is made up of 19 branch libraries, as well as a library in the County Correction Center and is governed by a seven member Board of Trustees appointed by the County Executive, serving five-year terms. The director, who reports to the Board, oversees a staff of 408 employees and a budget of \$27M.

**Point of Contact** — All Communication with the Library must be directed to the single Point of Contract ("POC") for this project, as follow:

Title: Procurement Specialist  
Library: Prince George's County Memorial Library System  
Address: 9601 Capital Lane  
Largo, MD 20774  
Email: [procurement@pgcmls.info](mailto:procurement@pgcmls.info)  
Telephone: 301-699-3500

**Acceptable Submissions** — No submission shall be accepted in any format other than as a PDF formatted file attached to an email addressed to [procurement@pgcmls.info](mailto:procurement@pgcmls.info). This provision shall override any other method or form of submission referenced in this RFP.

PGCMLS shall endeavor to email Vendor acknowledgment of received submissions by the end of the next business day following their receipt. Notwithstanding this, Vendor shall bear the responsibility of ensuring its submissions are received and acknowledged by PGCMLS.

### **Scope of Work**

Installation of Structured Cable Plants for Internal Connections

Between July 01, 2017 and June 30, 2019, PGCMLS shall require a varying

number of network drops installed at one or more of the following locations:

**ADMINISTRATIVE OFFICES**  
9601 Capital Lane  
Largo MD 20774

**ACCOKEEK BRANCH**  
15773 Livingston Rd.  
Accokeek MD 20607

**BADEN BRANCH**  
13603 Baden-Westwood Rd.  
Brandywine MD 20613

**BELTSVILLE BRANCH**  
4319 Sellman Rd.  
Beltsville MD 20705

**BLADENSBURG BRANCH**  
4820 Annapolis Rd.  
Bladensburg MD 20710

**BOWIE BRANCH**  
15210 Annapolis Rd.  
Bowie MD 20715

**FAIRMOUNT HEIGHTS BRANCH**  
5904 Kolb St.  
Fairmount Heights MD 20743

**GLENARDEN BRANCH**  
8724 Glenarden Pkwy.  
Glenarden MD 20706

**GREENBELT BRANCH**  
11 Crescent Rd.  
Greenbelt MD 20770

**HILLCREST HEIGHTS BRANCH**  
2398 Iverson St.  
Temple Hills MD 20748

**HYATTSVILLE BRANCH**  
6530 Adelphi Rd.  
Hyattsville MD 20782

**LARGO-KETTERING BRANCH**  
9601 Capital Lane  
Largo MD 20774

**LAUREL BRANCH**  
507 7th St.  
Laurel MD 20707

**MOUNT RAINIER BRANCH**  
3409 Rhode Island Ave.  
Mount Rainier MD  
20712

**NEW CARROLLTON BRANCH**  
7414 Riverdale Rd.  
New Carrollton MD 20784

**OXON HILL BRANCH**  
6200 Oxon Hill Rd.  
Oxon Hill MD  
20745

**SOUTH BOWIE BRANCH**  
15301 Hall Rd.  
Bowie, MD  
20721

**SPAULDINGS BRANCH**  
5811 Old Silver Hill Rd.  
District Heights MD  
20747

**SURRATTS-CLINTON BRANCH**  
9400 Piscataway  
Rd. Clinton MD  
20735

**UPPER MARLBORO BRANCH**  
14730 Main St.  
Upper Marlboro MD 20772

### **Project Requirements**

**As needed, Vendor shall furnish and install at each location:**

- 1. One (72 inch or taller) open relay rack anchored to floor in communications room providing adequate clearance for service.**
- 2. Ladder racks to support cable bundles bolted to both the top of the relay rack**

and the wall.

3. Cat 6e patch panels and cables to accommodate installation of additional drops and perform cable management.

**Additional Notes:**

- The number of locations and the number of drops listed above may change. Added drops will depend on the cabling work needed.
- Current drop counts have not been verified.
- Horizontal cable pathway to all outlet locations may be above a commercial drop tile ceiling in some cases. Some drops may require raceway.
- Pre-installation site walk and review is recommended prior to each install to coordinate the pathways and locations.
- All locations have telecom closet ranging in various sizes so open relay rack sizes will vary depending on available space. There are no servers to rack.
- Power distribution will be handled separately by PGCMLS.
- Core drilling between floors or concrete walls may be required depending on location.

Vendor shall provide per drop pricing on a sliding scale from 5 to 200 CAT 6e drops where:

1. Each drop shall be terminated in the communications room on a rack mounted patch panel and, at the far end, in a CAT 6e jack in either a wall plate or surface mounted box.
2. The vendor shall label each far end jack with its corresponding patch panel id and position number.
3. At each drop where it is necessary to use surface mounted boxes and wiremold, the vendor shall seek approval from PGCMLS for color and style.
4. For each ten drops installed, the vendor shall provide CAT 6e patch cords. The vendor shall tag each end of every patch cord with a distinguished marking adequate to identify it at a distance.

5. In coordination with PGCMLS, the vendor shall plug patch cords into designated far end jacks, and, using suitable cable management, dress out each patch cord to its equipment location.
6. The vendor shall describe the parameters to be measured for acceptance testing.
7. The vendor shall provide a report detailing the actual length and acceptance testing of each drop and fiber optic cable run.
8. The vendor shall warrant the operation of each drop a period of two years following its acceptance.
9. The vendor shall warrant that all work complies with engineering and building code and standards and shall bear the costs of any re-work necessary to ensure compliance with code and standards.

#### ***Submittal Deadline***

In order for Proposal to be considered for this RFP, please submit a Proposal as described below no later than 3:00pm on May 19, 2017.

1. Statement of the qualifications of your firm and subcontractors (if any), highlighting experience (No more than one page per firm.)
2. PGCMLS realizes it may be difficult to provide a firm, fixed, lump sum price for completing the Scope of Work contained herein. A pricing sheet is acceptable. The price quoted shall include all materials, labor, supplies, equipment, insurance, travel expenses, taxes and all other charges related to the job. The Library will not make any allowance for errors made in job planning by the Contractor.

#### ***Include pricing sheet for:***

- ***Per drop pricing per CAT6 cables from 5 to 200***
- ***Racks and vertical wire management***
- ***Patch panel***
- ***Patch cables***
- ***Labor***
- ***Other costs and materials***

***Questions pertaining to the Technical Scope of Work***

***Questions pertaining to the Technical Scope of Work are to be addressed to:***

Carla Moore, Director, Information Technology  
[carla.moore@pgcmls.info](mailto:carla.moore@pgcmls.info)  
301-699-3500 ext 6111

***Basis of Award***

All submittals will be reviewed on the basis of cost (net of any discounts) and whether or not the firm and its subcontractors, if any, meet the experience requirements. Any contract resulting from this solicitation will be awarded to the lowest priced, responsive and responsible proposal. The Library reserves the right to reject all proposals.

***Payment Terms***

The Library prefers to make single lump sum payment once the project has been completed to the satisfaction of the Library. The Library will consider other payment terms which include an initial payment (not to exceed 25 percent of the total proposal price) and installment payments tied to the acceptance by the Library of specific project deliverables. Please include in your proposal any payment terms that deviate from a single lump sum payment at project completion.

***Agreement Required***

We will issue a Purchase Order to the successful Vendor. Also, the Vendor shall be required to sign an Agreement for Services for this engagement. A sample agreement is attached for your reference. No work shall begin under this contract until a Purchase Order has been issued and the Agreement for Services has been signed by both parties.

***Insurance Requirements***

The Vendor shall be required to comply with the insurance requirements set forth in Section 5 of the sample Agreement for Services. In addition, the Vendor shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate. The vendor shall submit Certificate of Insurance, before the agreement is signed, indicating PGCMLS as the holder of the insurance.

***Vendor Rights***

All materials submitted in response to this RFP become the property of the Library upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Library and the Vendor. Each Vendor, as an express condition for the Library's consideration of such Vendor Proposal, agrees that the contents of every other Proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access to such Proposals. No submissions for supporting documentation will be returned to Vendor.

Vendors submitting Proposal should recognize that the Library is a public body and, as a public body, the Library is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

### ***Reservation of Rights***

This RFP does not commit the Library to award a Services Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any services.

The Library reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Library to do so.

The Library will evaluate Proposal based upon the effectiveness of the perceived performance as it relates to the Library's specific requirements. The lowest fee Proposal shall not necessarily be selected. The Library specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defects or informalities in a Proposal when it is determined by the Library to be in the Library's best interest.

### ***Proposal Format***

The Proposal shall be signed by an Individual authorized to bind the vendor and shall contain a statement to the effect that the Proposal is a firm offer for a one hundred eighty (180) calendar day period from the date of the opening. The Proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the Contractor and who may be contacted during the period of the Services Agreement. All fees quoted shall be firm and fixed for the full contract period and any extension.

The Proposal shall be presented in the following format and include, at a minimum, all the information specified. Responses should be specific and complete in every detail, prepared in a simple straight-forward manner.

- a. A letter of proposal submission and introduction, including the name and address of the firm submitting the Proposal, and name of the contact person, shall be the first page of the Proposal. The Proposal shall be signed by an authorized representative of the Vendor and shall include the name(s), title, address, telephone number of the individual(s) authorized to negotiate a Services Agreement with the Library.
- b. An executive summary highlighting the Vendor's background, experience and variety of services, and any service enhancements unique to the vendor shall immediately follow the letter of proposal submission and introduction
- c. A brief statement of the Vendor's understanding of the Services required and the accounts to be serviced.
- d. A work plan detailing the approach the Vendor intends to follow in providing the Services required as outlined in this RFP.
- e. The Vendor's fees for Services performed (see priced proposal and enclosures).
- f. The vendor shall define the capability of its organization to meet the intended objectives of this RFP. Description of the Vendor's organization chart, names of staff members to be primarily assigned to this account, the role of each staff member, and resumes of principal officers showing education and experience relevant to this type of work.
- g. References showing prior experience in the areas as outlined in this RFP preferably with



libraries, government agencies and/or corporate clients. Each reference shall include the name and address of client as well as the name and telephone, e-mail address of individual who can be contacted for verification of services.

**h. Include any other information that is considered to be important by the Vendor.**

#### ***Late Proposals Not Considered***

Proposal received after the stipulated Proposal Submission Deadline will not be considered.

#### ***Inconsistency or Error in the RFP***

Any vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Library in writing of such apparent discrepancy. Failure to so notify the Library by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.

#### ***Vendor Errors or Omissions***

The Library is not responsible for any Vendor's errors or omissions.

#### ***Addenda***

The Library shall not be responsible for any oral instructions given by any employees of the Library in regard to the Proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the Library as having received the RFP, or to any other Vendor who requests an addendum.

#### ***Vendor incurred Costs***

The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Library and will not be returned after the Proposal Submission Deadline.

#### ***Modification or withdrawal of Proposal***

A Proposal may not be modified, withdrawn or cancelled by a Vendor for one hundred eighty (180) days following the Proposal Submission Deadline and each Vendor so agrees in submitting the Proposal.

Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submission deadline.

Notice of pre-submittal date withdrawal must be in writing over the signature of the vendor.

Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.

#### ***Rejection of Solicitation Responses***

The Library reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informalities when it is deemed to be in the Library's best interest. Any vendor objecting to the rejection of Proposal or portion thereof, must submit a written protest stating the reasons for the protest to the Library within five (5) calendar days from the date of the Library's Notification of Award letter.

#### ***Vendor Certification***

By submission of a proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the Library.

#### ***Warranties***

Any Vendor submitting a proposal in response to this RFP warrants and guarantees that the vendor is fully capable of performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to the Library; except, it is understood that the vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.

#### ***Contract Period***

The services Agreement shall cover the period July 01, 2017 through June 30, 2019 or an equipment period depending upon date of the Services Agreement is awarded. The agreement may be renewed at the expiration of its terms by mutual agreement of the parties. The renewal may be additional one (1) year term.

Notice of intent to renew will be given to the Contractor In writing by the Library, normally 90 days before the expiration date of the current Service Agreement. This notice will not be deemed to commit the Library to renew the Service Agreement.

#### ***Protest of Award***

Any person, who has an objection to the awarding of the Services Agreement to any Vendor by the Library, shall lodge that protest, in writing, with the Library no later than 4:00 p.m. local time of the fifth (5<sup>th</sup>) calendar day, following release of the Library's Notification of Award letter. The Library retains the right to reject all protests not filed within this time or those found to be without merit.

#### ***Vendor Inquiries***

Any questions including technical scope of work that arise relating to this RFP shall be directed via e-mail no later than May 5, 2017 to:

Procurement Specialist  
Prince George's County Memorial Library System

9601 Capital Lane  
Largo, MD 20774  
[procurement@pgcmls.info](mailto:procurement@pgcmls.info)

Please include your name; the name of your company; the telephone number; address; and e-mail address of the person responsible for making decisions in your company. In an effort to properly address questions we require prospective vendors to refer RFP-IT-2017-002 on the subject line.

**Standard/Licensure Requirements** — The selected Contractor shall provide documentation to the Library evidencing all necessary licenses/documents to perform the Services prior to the awarding of the contract.

#### **TERMINATION FOR CONVENIENCE**

The performance of work under the contract may be terminated by the Library within 30 days written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the Library shall determine that such termination is in the best interest of the Library. The Library shall pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

#### **TERMINATION FOR DEFAULT**

If the Contractor fails to fulfill its obligations under the contract properly and on time or otherwise violates any provision of the contract, the Library may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, at the Library's option, become the Library's property. The Library shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the Library can affirmatively collect damages or deduct from monies due the Contractor on this or other Library contracts. Damages may include excess re-procurement costs.

#### ***Priced Proposal and Enclosure***

- A. A separately sealed "Priced Proposal" shall be submitted.
- B. Vendor's Priced Proposal shall include all costs associated with performance under this contract.

*Include pricing sheet for:*

- *Per drop pricing per CAT6 cables from 5 to 200*
- *Racks and vertical wire management*
- *Patch panel*

- *Patch cables*
- *Labor*
- *Other costs and materials*

### ***Proposal Evaluation***

Proposal will be evaluated by the Library and the highest ranking Vendors may be asked to make formal presentation to the Evaluation Committee. Evaluation of the Proposals will include but not limited to the following areas:

1. Proven service capabilities and overall quality and completeness of service (based on recommendations by other customers, or otherwise)
2. Understanding of Library service needs
3. Cost of service (fees and charges)
4. Interview questions and answers.

**PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM**

Request for Proposals

Title: Installation of Structured Cable Plants for Internal Connections

RFP-IT-2017-002

APPENDIX A

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Prince George's County Memorial Library System, Maryland, a body corporate and politic (the "Library") and \_\_\_\_\_ (the "Contractor"), having a business address of \_\_\_\_\_

WHEREAS, the Library issued a Request for Proposal ("RFP") No. \_\_\_\_\_, for an \_\_\_\_\_ to include complete administration of the program; and

WHEREAS, in response to the RFP, Contractor submitted technical and cost proposals to the Library dated \_\_\_\_\_, offering to provide an \_\_\_\_\_ for Prince George's County Memorial Library System; and

WITNESSETH, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, it is agreed between the Contractor and the Library as follows:

1 **CONTRACT DOCUMENTS.** The Agreement between the parties (the "Agreement") is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Contract Documents":

- A. This Agreement and all referenced Attachments;
- B. The Library's Request for Proposal No.\_\_\_\_, dated \_\_\_\_\_, and Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ thereto (collectively, the "RFP"); and
- C. Contractor's Technical and Cost Proposals, both dated \_\_\_\_\_ (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

2 **SCOPE OF WORK.** The Contractor shall administer the Library's \_\_\_\_\_ that shall include \_\_\_\_\_, in accordance with the Scope of Work and responsibilities as more particularly described in the Contract Documents, including, without limitation, Section \_\_\_\_\_ of the RFP.

3 **COMPENSATION.** The Library shall pay the Contractor an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) for services provided in accordance with this Agreement and the unit prices set forth in the Contractor's Cost Proposal, dated \_\_\_\_\_, which is a part of this Agreement. (Attachment \_\_\_\_\_)

The Contractor shall submit monthly invoices that include the following:

- (1) Contractor's name and remittance address; and
- (2) Contractor's Tax Identification Number; and
- (3) Documentation as to the resultant service completed during the time covering the invoice.

4 **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The Library's continuing obligation under this Agreement, which envisions Library funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the Library is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice.

5 **TERM OF CONTRACT.** This Agreement shall be effective as of \_\_\_\_\_ through \_\_\_\_\_ for the initial term of \_\_\_\_\_ years. The term of this Agreement may be extended for \_\_\_\_\_ additional \_\_\_\_\_ year periods upon mutual agreement of both parties.

6 **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by the Library upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the Library's Purchasing Agent shall determine that such termination is in the best interest of the Library. The Library will pay all reasonable costs associated with the Agreement, which the Contractor has incurred up to the date of termination. However, the Contractor shall not be paid any damages or be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

7 **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Library may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the Library's option, become the Library property. The Library shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Library can affirmatively collect damages or deduct from monies due the Contractor on this or other Library contracts. Damages may include excess re-procurement costs.

**8 GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Contract Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in this order:

- A. this Agreement;
- B. the Request for Proposal No. \_\_\_\_\_, dated \_\_\_\_\_ and  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ thereto (collectively, the "RFP");
- C. the Contractor's Technical Response and Cost Proposal, both dated  
\_\_\_\_\_ (collectively, the "Proposal");

**9 NON-HIRING OF LIBRARY EMPLOYEES:** The Contractor shall not engage or otherwise employ any Library employee during the performance term of this Agreement without the written consent of the Library.

**10. LICENSURE REQUIREMENTS:** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

**11. CONFIDENTIALITY:** Neither party to this Agreement shall use or disclose any confidential information to identify a service recipient of any service provided or received pursuant to this Agreement for any purpose not directly related to the administration of these services, except upon written consent of the recipient of service(s) or the responsible parent or guardian of any minor recipient of services, unless the disclosure is required by court order. The Contractor shall be in compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

**12. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the Library, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Contract. The

Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or Incurred in connection therewith, and if any judgment shall be rendered against the Library in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the Library as herein provided.

**13. INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The Library shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

**14. SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Contract Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**15. ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Contract, or its power to execute any of the Contract Documents, to any other person, firm or corporation, without the previous written consent of the Library's Procurement Specialist, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

**16. STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the Library.

**17. PROJECT COORDINATOR.** The Library will designate a Project Coordinator in Administrative Services who shall be the liaison between the Library and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

**18. NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To Library: Chief Operating Officer for Support Services  
Prince George's County Memorial Library System  
9601 Capital Lane  
Largo, Maryland 20774



With Copies to: Procurement Specialist  
Administrative Services  
Prince George's County Memorial Library System  
9601 Capital Lane  
Largo, Maryland 20774

To Contractor:

**19. FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

**20. CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

**21. RECITALS.** The Recitals are expressly incorporated herein by reference.

**22. INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

**23. CUMULATIVE RIGHTS: WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Contract Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Contract Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

**24. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

**25. FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the Library shall be the Library Director, or the Associate Director for Administrative Services who executes this Agreement.

**26. CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the Library and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Witness/Attest

Name of Contractor here

By: \_\_\_\_\_ Name:  
Title: \_\_\_\_\_

By: \_\_\_\_\_ Name:  
Title: \_\_\_\_\_

Witness

PRINCE GEORGE'S COUNTY MEMORIAL  
LIBRARY SYSTEM

\_\_\_\_\_

By: \_\_\_\_\_  
Michael B. Gannon  
Chief Operating Officer for Support Services

Reviewed and Approval Recommended:

\_\_\_\_\_  
Kathleen Teaze  
Chief Executive Officer