



**Tri-County Council for the Lower Eastern
Shore of Maryland
101 West Green Street
Snow Hill, MD 21863
410-632-3300, Fax 410-632-1466**

REQUEST FOR PROPOSAL

Proposal # RFP-TC1024

Sealed proposal, plainly marked as such will be received at:

Tri-County Council for the Lower Eastern Shore of MD
Attention: Procurement Department
101 West Green Street
P.O. Box 99
Snow Hill, MD 21863

On or before October 20, 2011 at 2:00 PM, after this time bid/proposals
will no longer be accepted.

**Tri-County Council for the Lower Eastern Shore of
Maryland
101 West Green Street
Snow Hill, Maryland 21863**

Proposal # RFP-TC1024

Proposal Opening Date: October 20, 2011 2PM

RFP NAME: TCC NETWORK EQUIPMENT PROJECT

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2. AGENCY BACKGROUND

The Tri-County Council for the Lower Eastern Shore of Maryland was formed by an Act of the Maryland General Assembly in 2001. The purpose of the Council is to facilitate regional planning and development in Somerset, Wicomico and Worcester counties.

The Council membership is made up of municipal, county and state elected officials as well as the county administrators from the three counties. The voting members are the five Somerset County Commissioners, four of the seven Wicomico County Council members, the Wicomico County Executive, five of the seven Worcester County Commissioners, one municipal representative from each of the three Counties, and the members of the General Assembly who represent the region and have a majority of their districts within the three counties. Currently, there are twenty three voting members, fourteen non-voting members and the full Council meets quarterly.

The Council works closely with the Economic Development Administration (EDA) of the United States Department of Commerce and United States Department of Agriculture (USDA) Rural Development and partners with the Maryland Department of Business and Economic Development.

In November 2009 the Council was designated as an Economic Development District (EDD) by the Economic Development Administration (EDA) of the United States Department of Commerce. This will allow the Council (on behalf of the Counties) to apply directly to the EDA for funding.

The Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is renovating a 76,000 square foot facility and erecting a Maintenance Building on a 26 acre campus in Salisbury, Maryland located at 31901 Tri-County Way.

3. DESCRIPTION OF THE WORK

TCC is requesting proposals for all infrastructure equipment for operation of an Internet connected network for our new facility.

TCC's successful respondent, for this project, will be the sole authority and responsible party for proposed installation. TCC desires to establish a contractual relationship focused on a single point of contact associated with all support through project closure. In the event TCC's supplier utilizes any subcontractors associated with our project for any part of the system architecture, design, planning, installation or support it is understood the supplier will be the sole responsible agent for all project activities.

It is the intent of this Request for Proposal that all responders shall provide a complete end-to-end solution for the installation, configuration, training and implementation assistance during staff move-in. The supplier shall provide all design, planning, system architecture, hardware, installation, network analysis, training and post-installation support for our project. TCC staff shall act in oversight and advisory positions only.

TCC's supplier shall be responsible for providing a comprehensive training plan for all applicable TCC employees. TCC Project Manager will work with the successful responder in an effort to establish a training plan that achieves TCC training objectives.

TCC's supplier is expected to submit a time-line for installation of the project hardware substantiating minimal impact of daily TCC operations and applicable TCC employees. TCC Project Managers will work with supplier to create a working project plan in an effort to achieve installation goals.

4. SCHEDULE OF EVENTS

September 22, 2011	Release RFP to Public
September 28, 2011 10AM at the facility.	Pre-Bid Meeting
September 28, 2011 11AM – 2PM	Facility Assessment Visit – Option 1
October 4, 2011 11AM – 2PM	Facility Assessment Visit – Option 2
October 11, 2011 11AM – 2PM	Facility Assessment Visit – Option 3
October 13, 2011 2PM	Close of RFI Questions
October 20, 2011 2PM	Close of Bid Acceptance
October 27, 2011	Notification of Award
November 3, 2011	Expected Start of Project
January 3, 2011	Completion of Project including Sign-off

5. FACILITY INFORMATION

The facility is located in the old Filtronic/Comtek/Powerwave property on route 50 across from Wor-Wic Community College. The prior address was 31901 Comteck Ln, Salisbury, MD 21804 however the road has been renamed to Tri County Way.

Renovation of the facility is currently underway. A separate RFP for all low-voltage cabling will be created to support the implementation of the phone system and other systems so no station cabling requirements will be in the Phone System RFP.

There are numerous floor plans and site plans available on the TCC website at the following address: <http://lowershore.org/NewFacility/RFPs/TCCBuildingRenovation.aspx>.

There will be a 2nd structure to be built on the property. This 2nd structure is not included in the scope of this RFP.

6. FACILITY ASSESSMENT

TCC understands and expects that each respondent may require a full facility assessment to determine the viability of installing the requirements in this RFP. We desire the supplier to perform a full facility assessment to determine what, if any, updates or quality mitigation processes must be achieved in order to support this RFP.

- 6.1. Respondents shall provide all results of the aforementioned assessment including necessary maps, specification thresholds, specific problem areas and the recommended solution and cost for each.
- 6.2. There will be 3 visitation times to perform the Facility Assessment as noted in the schedule of events.
- 6.3. Architectural drawings of the facility are located online at the following locations:

6.3.1. General Drawings: <http://lowershore.org/NewFacility/GeneralDrawingsandDocuments.aspx>

6.3.2. Detailed Drawings: <http://lowershore.org/NewFacility/RFPs/TCCBuildingRenovation.aspx>

6.3.3. Print Drawings: A complete set of architectural drawings may be obtained from Dicarolo Precision Imaging at 410-749-0112 or <http://dicarlo1.com> at 2006 Northwood Drive Salisbury, MD 21801.

7. SCOPE OF SERVICES

7.1. SERVICE SUMMARY

Vendor shall define the services to be offered, how these services would be used to TCC's advantage, and how vendor will be available to ensure that the network equipment installation services provided to TCC are consistently offered at a high level.

Vendor shall detail all costs associated with the services and products described in this RFP. It is extremely important that all costs, recurring and non-recurring, be presented in a manner that allows costs to be easily understood. Vendors shall provide information for the proposed contract period and for ongoing support and maintenance.

7.2. SERVICE REQUIREMENTS

Vendor shall propose a full package of typical installation services for TCC. The services proposed should include but not be limited to:

7.2.1. The vendor shall have knowledge of the installation of data enclosures and equipment racks.

7.2.2. The vendor is responsible for the acquisition and execution of all permits, inspections and corrections required to complete the project and sub-projects.

7.2.3. The vendor is responsible for providing all tools and materials necessary to complete the project.

7.2.4. The vendor is required to comply with all local, state and/or federal laws and regulations.

7.2.5. The vendor is responsible for installing appropriate plywood or other mounting sub-straight where necessary for mounting any wall-mount materials. All plywood shall be fire-rated and meet all local, county and state fire-codes.

7.2.6. The vendor shall warranty all labor performed for a period of 1 year.

7.2.7. The vendor shall be a Cisco Certified reseller and certified for the installation of any equipment needed for this project.

7.3. QUALITY INSURANCE

Vendor's qualifications:

7.3.1. Vendor must have a minimum of five years of experience completing projects of this size and scope. Provide reference information of three such projects.

7.3.2. Provide satisfactory evidence of technicians' qualifications for this work

7.4. DEFINITIONS

7.4.1. General Definitions

- 7.4.1.1. Drawings – This refers to a PDF titled “Network_Drawings_revised.pdf”. It can be found on the Lowershore.org website under this RFP’s reference.

7.4.2. Physical Locations

- 7.4.2.1. TCC Facility – The entire campus facility including the entire property, buildings, improvements and constructions. This can be seen labeled in green on the Drawings. The campus is located at 31901 Tri-County Way, Salisbury MD, 21804. The previous address for this location that can be used for GPS or online map lookups is 31900 Comteck Lane, Salisbury MD 21804. This campus is situated on the north-west corner of Rte. 50 and Walston Switch Road, diagonally across from Wor-Wic Community College.
- 7.4.2.2. Main Building – The primary structure on the TCC Facility campus. A 2 story improved structure with the primary purpose of housing private and public commercial type residents. This can be seen labeled in green on the Drawings.
- 7.4.2.3. Maintenance Building – A new structure on the TCC Facility campus to be built in 2012. A 2 story improved structure with the primary purpose of providing private industrial facilities to maintain buses. This can be seen labeled in green on the Drawings.
- 7.4.2.4. 1st Floor Server Room – A centrally located room on the first floor of the Main Building to house the MDF-1, IDF-1 and multiple racks of servers. This can be seen labeled in green on the Drawings and also bears the marking of room 008.
- 7.4.2.5. MDF-1 – Located in the 1st Floor Server Room, this Main Distribution Frame will provide an area for the termination of all specified backbone cabling to other MDF’s and all specified fiber terminations entering the room.
- 7.4.2.6. MDF-1t - Located in the 1st Floor Server Room, this Main Distribution Frame will provide an area for the termination of all telecom cross-connects entering the room.
- 7.4.2.7. IDF-1 - Located in the 1st Floor Server Room, this Intermediate Distribution Frame will provide an area for the termination of all workstation cabling entering this room.
- 7.4.2.8. 1st Floor Telecom Room – A centrally located room on the first floor of the Main Building to house the demark for telecom providers. This can be seen labeled in green on the Drawings and also bears the marking of room 006.
- 7.4.2.9. MDF-T – Located in the 1st Floor Telecom Room, this Main Distribution Frame will provide an area for the termination of all telecom cross-connections.
- 7.4.2.10. 2nd Floor Server Room – A centrally located room on the second floor of the Main Building to house the MDF-2, IDF-2 and multiple racks of servers. This can be seen labeled in green on the Drawings and also bears the marking of room 206.

7.4.2.11. MDF-2 - Located in the 2nd Floor Server Room, this Main Distribution Frame will provide an area for the termination of all specified backbone cabling to other MDF's and all specified fiber terminations entering the room.

7.4.2.12. IDF-2 – Located in the 2nd Floor Server Room, this Intermediate Distribution Frame will provide an area for the termination of all workstation cabling entering this room.

8. SCOPE DETAILS

8.1. NETWORK EQUIPMENT

Part of this project is to install network equipment as follows.

8.1.1.Requirements - All equipment in this section is to be new equipment. Any devices specified must include the first year of 24x7 maintenance and support and pricing for continuing maintenance beyond the first year. All equipment specified is to be supplied with appropriate power cords or power supplies. All equipment must be supplied with rack mounting tabs/arms.

8.1.2.Configuration – The vendor will be required to install, setup and configure all equipment. For the firewall, the vendor will be required to configure the firewall for a detailed configuration similar to existing equipment installed at other TCC locations. This will include VPN connections to other Cisco Firewalls. For switches, up to 5 VLANs may be requested by TCC to be configured.

8.1.3.MDF-1

8.1.3.1. Network Equipment - The following switches are to be installed:

Qty	Equipment Type
1	Cisco Catalyst 3750 - WS-C3750X-248T-S
3	Cisco Catalyst 3750 - WS-C3750X-48P-S
3	Cisco Interconnect Cables CAB-XPS-150CM=
4	Cisco 10GBase Fiber Transceivers

8.1.4.MDF-2

8.1.4.1. Network Equipment - The following switches are to be installed:

Qty	Equipment Type
1	Cisco Catalyst 3750 - WS-C3750X-248T-S
3	Cisco Catalyst 3750 - WS-C3750X-48P-S
3	Cisco Interconnect Cables CAB-XPS-150CM=
4	Cisco 10GBase Fiber Transceivers
1	Cisco Aironet 2504 WLC - AIR-CT2504-15-K9 (licensed for 15 APs)

8.1.4.1. Edge Equipment – The following firewall/router is to be installed:

Qty	Equipment Type
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1	Cisco 2911 Security Bundle - Router - Ethernet, Fast Ethernet, Gigabit Ethernet - 2U – external
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8.1.4.2. Installation Requirements – The equipment is to be installed in the same cabinet as installed for the cross connects and station wiring. 150CM switch interconnect cables are specified to provide for a 2U horizontal cable management mounted between each switch. Additional horizontal cable management should be mounted at the top and bottom of the switch stack.

8.1.5. WiFi Equipment

8.1.5.1. The following access points are to be installed shown on the Drawings on pages 6-9.

Qty	Equipment Type
6	AIR-LAP1142N-US-K9—802.11a/g/n Indoor Lightweight AP

8.1.5.2. Installation Requirements – The access points are to be installed above the drop ceiling at the locations denoted in the “Low Voltage Cabling Schedule.pdf” under the column Wiring Config F and shown on the Drawings pages 6-9.

8.2. TRAINING

8.2.1. Supplier is expected to provide up to 10 hours of instruction to TCC Technical Services staff on the physical layout of all installed wiring and systems.

8.2.2. Supplier is expected to provide up to 10 hours of instruction to TCC Technical Services staff on the configuration and basic administrative use of the firewall, routers and switches.

8.2.3. Successful RFP respondent will also provide paper and electronic copies of manuals and operational handbooks, as part of contract award, at no additional cost to TCC.

8.3. SOLUTION REQUIREMENTS

8.3.1. If respondent proposes a specific switching solution to TCC’s requirements, respondent shall provide detailed specifications for proposed solution, applicable equipment, pricing and placement of equipment. Maintenance cost for proposed switching equipment shall be reflected in the maintenance section of this response.

8.4. SUPPLIER REQUIREMENTS

Supplier will provide “as-built” documentation in relationship to system hardware/software and device addressing schemes, initial inventory of equipment for each completed area including model and serial numbers, applicable hardware/software and additional system specific equipment and all wiring locations.

8.5. PROJECT MANAGEMENT

Supplier is expected to provide a Project Manager for TCC’s system installation who will interface and evolve as the main contact for the supplier for the duration of the project. Said Project Manager shall be assigned to TCC throughout the life of the project and whose assignment shall not be changed without prior written consent from TCC. TCC expects that the Project Manager will attend all requested meetings for the duration of our project. TCC also reserves the right to request a change in Project Management based on performance.

8.6. MAINTENANCE AND SUPPORT

Supplier shall provide TCC with a comprehensive listing of available service and support plans. Said plans shall include the range of offered services inclusive of all levels of support plus the escalation plan as follows:

8.6.1. An Itemized list of services for TCC's facility.

8.6.2. On-going Maintenance Plan and costs incurred.

8.6.3. Respondent shall provide detail of local support, hours or limits of coverage for service and repairs.

8.6.4. Respondent shall provide respective Maintenance Plan options with one hour, or less, response times.

8.6.5. Provide software upgrades inclusive in Maintenance Plan.

8.7. EMERGENCY SUPPORT TIMEFRAME

The supplier is required to provide on-site support within one hour in emergency conditions.

8.8. CONTINUAL OPERATION

The system must be able to maintain continuous operation, 24 hours per day, 365 days per year assuming normal environmental and power parameters.

9. BIDDING PROCEDURES

A complete bid must be submitted to be considered.

Proposals shall be organized into the following major sections:

- Scope of Services
- Work Proposal
- Company Background
- Requirements Checklist (Appendix 2)
- Project Supervisor/Project Manager Profile & Credentials
- Diagram of locations of proposed trunk runs
- Client References
- Completed 'Proposal Cost-Out Spreadsheet'
- Exceptions to the RFP
- Service Options
- Verification of MD state business license
- Verification of Insurance and Bond
- Sample Documents
- Required Attachments

The applicant must sign proposals. An unsigned proposal may be rejected.

Bidder response should be typed on company letterhead and signed by a company official who is authorized to enter into agreements/contracts. Bidders should certify that all the information is given

in a clear and concise manner. By submitting a bid, the Bidder shall be deemed to have accepted all the terms, conditions and requirements set forth. The bid shall be awarded to the lowest responsive bidder. That will be determined by comparing the unit costs of the items.

Submit two (2) original and one (1) copy.

Submit proposal in a sealed package. Include name and address of the applicant.

Bids can be hand delivered or mailed. Those vendors interested in submitting a bid must do so by 2:00pm on October 20, 2011. All bids should be postmarked by that date. Successful vendor will be notified no later than October 27, 2011. Bids should be submitted to:

Tri-County Council for the Lower Eastern Shore of Maryland
Procurement Department
Attn: Procurement Officer
Proposal #
101 W. Green St./PO Box 99
Snow Hill, Maryland 21863

Please be advised that the final award of contract will be at the sole discretion of the Tri-County Council for the Lower Eastern Shore of Maryland.

10. BIDDING REQUIREMENTS

- 10.1. Appendix 2 Requirements Checklist – This checklist must be completed by bidder, signed and included with bid package.
- 10.2. Scope of Services - Define your scope of work and specific services being offered in your proposal. Your response should address the Scope of Work and Specifications listed in Section 2 of this RFP.
- 10.3. Work Proposal – Provide details on the schedule of the project timeline, and estimate how many people will be needed for this proposal.
- 10.4. Completed ‘Proposal Cost-Out Spreadsheet’ – Provide all details on all costs as identified in this proposal.
- 10.5. Service Options – Provide service plan options for the ongoing support and maintenance of all items provided in this RFP. Specifically provide a pricing option for 8x5 support, 24x7x365 support and MAC (Move/Add/Change) pricing.
- 10.6. Describe start-up requirements and the lead-time necessary to begin providing services.
- 10.7. Provide the escalation procedure to be invoked in the event that first level service personnel are unable to remedy TCC’s service request (include time limits, escalation levels, and the contact name, title, location, and phone number for each level).
- 10.8. Describe any additional professional service offerings that may be of value to TCC.

11. INVOICING REQUIREMENTS

This project will be funded by a single source through TCC.

Vendor submitted invoices will include the following items:

- TCC RFP Number
- TCC Project description
- Line items for materials
- Line items for labor

12. TIMEFRAME

The selected vendor will be required to work with the sites General Contractor(s) to schedule suitable installation locations and timeframes. TCC expects the contract process to take 7 days and the implementation to take less than 45 days. TCC's objective is that all work is completed by the building renovation project completion date which is currently January 1st 2012. The selected vendor is required to comply with all regulations and guidelines required by the General Contractor on the site (i.e. wearing hard hats).

13. LIQUIDATED DAMAGES

It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time stipulated in the bid form is a reasonable time for completion of the work, taking into consideration the average climatic range and the usual conditions prevailing in the locality of the project. Time is an essential element of the Contract and it is important that the work be vigorously prosecuted and conform to the scheduled start and finish dates of the Construction Schedule.

The Contractor agrees that he can and will substantially complete the total projects work in accordance with the Contract Documents within the stated Contract Time.

The Owner and Contractor agree that due to the uniqueness of this contract and the fact that the Owner is a government agency and other relevant factors, damages resulting from failure of the Contractor to perform the contract within the time specified therefore will result in damages to the Owner which shall be difficult, if not impossible, to ascertain; therefore, the provision for damages herein specified shall be applied in the event of such a default. The Owner and the Contractor, both of whom are, by their own admissions, sophisticated business entities with prior experience in dealing with construction contracts, stipulate that damages shall be the sum of 0.25% of contractors base bid for each day that the work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

The Contractor, by the execution of the contract document, does hereby irrevocably constitute, designate and appoint the Owner to be his agent for the limited but express purpose of deducting on a daily basis the liquidated damages as above determined from the balance of the contract funds in the hands of the Owner and due to the Contractor, and the failure of the Owner to deduct such sum for any day or any combination of days, whether consecutive or not, shall not operate as a waiver of such liquidated damages for that period, and such damages for such day or days shall be cumulative and may be subsequently deducted by the owner from such sums as may be due the Contractor, but work performed. In the event that the amounts due the Contractor are less than the amount of such damages, the Contractor, shall be liable to the Owner for the difference.

The power granted by the Contractor to the Owner above is a power coupled with an interest and is irrevocable.

14. INSURANCE & BONDING

14.1 Proof of Insurance - Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional and worker's compensation.

14.2 Each Bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. When the Agreement is executed the bonds of the unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the payment Bond and performance Bond have been executed and approved, after which it will be returned. The form of the Bid Bond shall be AIA Document A310-1970 Bid Bond or equivalent. A certified check may be used in lieu of a Bid Bond.

"The Contractor shall provide a Performance Bond and a Labor and Material Payment Bond in the amount of one hundred percent of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid as a unit price."

"The Contractor shall provide a Labor and Material Payment Bond in the amount of one hundred percent of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid."

"Bonds shall be written by companies satisfactory to the Owner and licensed in Maryland."

"The bond shall also contain the successful Bidder's guarantee to indemnify and save harmless the Owner and their agents, servants and employees from all costs, damages and expenses growing out of or by reason of the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the contract."

"Bonds shall be submitted with the executed contract."

15. APPROVED EQUALS, CLARIFICATIONS & EXCEPTIONS

Requests for approved equals, clarifications, and/or exceptions to the specifications shall be received by Tri-County Council on the form provided (Appendix 1) not less than fifteen (15) working days before the date of the scheduled bid closing.

Any request for an approved equal or exception to the specifications shall be fully supported with technical data, test results and any other pertinent information available as evidence that the substitute offered is equal to or better than the Specification Requirement. Tri-County Council may require a bidder offering a substitute to supply additional descriptive material, a sample and/or a demonstration.

Unless a request for an approved equal is granted it is understood that the bidder is offering referenced brand names as specified.

Wherever a specific trade or product name is used within this specification the following statement applies, "or approved equal with essentially comparable standards of quality, design and performance."

Written requests for clarifications and additional information shall be directed to Tri-County Council, Procurement Department, PO Box 99, Snow Hill, MD 21863, Attention: Procurement Officer, by

email to procurement@lowershore.org or by Fax to 410-632-1466 – Attn: Procurement Officer. Please include the Proposal number for this RFP on all your correspondence. All correspondence must be received no later than close of business, October 13, 2011 2PM. A Request for Exception/Clarification form is attached as Appendix 1. Clarifications and additional information, if any, will be posted on the TCC Procurement website. It is the responsibility of the perspective bidders to check the TCC website for updates on clarifications and equals.

16. AWARD OF CONTRACTS

This contract shall be awarded to the most responsible and responsive bidder whose bid meets the requirements and is the most competitive bid.

TCC reserves the right to not award the contract.

17. CUSTOMER RESPONSIBILITIES

TCC is responsible for the following:

17.1.1. We will allow the contractor's employees free access to the premises and facilities at all reasonable hours during the installation.

17.1.2. We will be available for inspections when notified by the contractor that the equipment or any part thereof is ready for acceptance.

18. CONTRACTOR RESPONSIBILITIES:

The winning contractor is responsible for the following:

18.1.1. Providing all supervision, labor, tools, equipment, materials, transportation, erection, construction, unloading, inspection and inventory housing. Must also return spare material as specified.

18.1.2. Furnishing and installing materials in this RFP.

18.1.3. Promptly repairing all damage to the building due to carelessness of contractor employees and exercising reasonable care to avoid any damage to the building. Reporting to TCC any damage to the building that may exist or may occur during the contractor's occupancy of the building.

18.1.4. Installing the wire, cable, hardware and software in accordance with the specifications outlined herein.

18.1.5. Conducting tests and inspections as specified post-installation.

18.1.6. Promptly correcting all defects for which contractor is responsible as determined by TCC.

18.1.7. Coordinating all work with TCC representative before the commencement of the installation.

18.1.8. Maintaining insurance and appropriate warranty bonds on the proposed distribution system until such time as it is accepted by TCC.

- 18.1.9. Removing all tools, equipment, rubbish and debris from the premises and leaving the premises clean and neat upon completion of the work.
- 18.1.10. Abiding by the safety and security rules in force on the work site per local and governmental regulation.
- 18.1.11. Following industry standard installation practices and as defined in this RFP.
- 18.1.12. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one project manager and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification.
- 18.1.13. Personnel knowledgeable in local, state, province and national codes and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- 18.1.14. Personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.
- 18.1.15. The contractor must have successfully performed at least **three** projects of similar scope that have been functional for at least one year within date of this bid. Proof of performance shall be in the form of reference sheets which shall include a brief description of the project, the beginning and ending contract price, the project foreman or superintendent's name, and the name, address, and telephone number of a project contact.
- 18.1.16. The contractor must be bondable.

19. DISADVANTAGED BUSINESS ENTERPRISES:

Disadvantaged business enterprises are encouraged to respond to this solicitation notice and are therefore encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity, PO Box 8755, BWI Airport, Baltimore, MD 21240-0755, Phone: 410-865-1240. Bidders attempting to classify themselves as disadvantaged contractors, within the meaning of the state procurement laws and regulations, shall not be so viewed until and unless they are certified as such by the Office of Disadvantaged Minority Enterprise/Equal Opportunity. The assigned certification number must appear on invoices.

20. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

- 20.1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government and/or the state of Maryland in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government and/or the state of Maryland, the Federal Government and/or the state of Maryland is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 20.2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal and/or state assistance provided by FTA and/or MTA. It is further

agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

- 20.3. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government and/or the state of Maryland reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government and/or the state of Maryland deems appropriate.
- 20.4. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government and/or the state of Maryland under a contract connected with a project that is financed in whole or in part with Federal or state assistance originally awarded by FTA or MTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government and/or the state of Maryland deems appropriate.
- 20.5. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal or state assistance provided by FTA and/or MTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. INSTRUCTIONS FOR CERTIFICATION

- 21.1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 21.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or the state of Maryland, (Recipient) may pursue available remedies, including suspension and/or debarment.
- 21.3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 21.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing

Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

- 21.5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
- 21.6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 21.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- 21.8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 21.9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government and/or the state of Maryland, (Recipient) may pursue available remedies including suspension and/or debarment.

22. "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION"

- 22.1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 22.2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

23. STATE AND LOCAL LAW DISCLAIMER

- 23.1. The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State and Local law.

24. BID PROTESTS

All protests relating to this solicitation, the selections and/or award must be filed in writing with Tri-County Council. The term "filed" means receipt by the procurement officer. Protesters are cautioned

that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed may not be considered. Oral protests will not be considered.

A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. Alleged improprieties that did not exist in the initial solicitation but which are subsequently incorporated in the solicitation shall be filed no later than 7 days after basis for protest is known or should have been known, whichever is earlier.

In cases other than those specified above, protests shall be filed no later than 7 days after basis for protest is known or should have been known, whichever is earlier.

All protests should be addressed to Procurement Department Tri-County Council, 101 West Green Street, Attention: Procurement Officer, PO Box 99, Snow Hill, MD 21863.

25. ACCESS TO RECORDS

Vendor agrees to grant access to all documents pertaining to this procurement for Tri-County Council.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts.

26.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

26.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

26.3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

28. MINOR IRREGULARITIES IN BIDS OR PROPOSALS

- 28.1. A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation in a bid or proposal from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors.
- 28.2. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the procurement.
- 28.3. The procurement officer shall either give the bidder or offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or proposal or waive the deficiency, whichever is to the advantage of the Tri-County Council.

29. TERMINATION

29.1. Termination for Convenience (General Provision)

Tri-County Council may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Tri-County Council to be paid the Contractor. If the Contractor has any property in its possession belonging to the Tri-County Council, the Contractor will account for the same, and dispose of it in the manner the Tri-County Council directs.

29.2. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Tri-County Council may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

29.3. Termination for Convenience (Professional or Transit Service Contracts)

Tri-County Council, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Tri-County Council. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

30. CIVIL RIGHTS REQUIREMENTS:

30.1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

30.2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

30.2.1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

30.2.2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

30.2.3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

30.3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

31. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of: the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit

Act, as amended, 49 U.S.C. app. Section 1612. The contractor shall comply with the following regulations and any amendments thereto:

U.S. DOT Regulations: Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37; “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38.

Department of Justice Regulations: “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35.

General Services Administration Regulations: “Construction and Alteration of Public Buildings,” “Accommodations for the Physically Handicapped,” 41 CFR Parts 101-19.

Equal Employment Opportunity Commission (EEOC): “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630.

Federal Communications Commission Regulations: “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F.

Federal Communications Commission Regulations: “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609.

32.REQUEST FOR EXCEPTION/CLARIFICATION –APPENDIX 1

TRI-COUNTY COUNCIL Proposal # RFP-TC1024

Proposal Opening Date: October 20, 2011 2PM

NAME OF BIDDER / PROPOSER: _____

TITLE OF DOCUMENT REFERENCE AND NUMBER: _____

PAGE and REFERENCE: _____

CONTRACT DOCUMENT REQUIREMENT: _____

BIDDER / PROPOSER REQUEST: _____

APPROVED: _____ DISAPPROVED: _____

TRI-COUNTY COMMENTS: _____

Forward to: Procurement@lowershore.org

- or -

Fax to: **410-632-1466** – Attn: **Procurement Officer**

33.REQUIREMENTS CHECKLIST –APPENDIX 2

TRI-COUNTY COUNCIL Proposal # RFP-TC1024

NAME OF BIDDER / PROPOSER: _____

Checklist Item	Bidder Validation	TCC Validation
Read and understood all aspects of this RFP		
Attended Facility Assessment Visit (optional)		
Three Customer References for project of this scope provided		
Cisco Certified Reseller Documentation provided		
“Solution Equipment” Certified Reseller Documentation (If applicable) provided		
Project Manager Profile & Credentials provided		
Proposal Cost-Out Spreadsheet provided		
Diagram of Proposed Trunk Runs provided		
Emergency Support Timeframe documentation provided		
MD State Business License copy provided		
Insurance/Bond documentation copy provided		
Scope of Services documentation provided		
Work Proposal provided		
Service Options proposal provided		
Start-up Requirements/Lead Time proposal provided		
Escalation Procedure documentation provided		
Add/Delete Pricing per Cable Configuration provided		
Proposal includes pricing for maintenance after year 1		

Bidder Validation Completed by:

Bidder/Proposer Name: _____

Signature: _____

Date: _____