



**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

NUMBER RFP-TC1019

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

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

On or before 11/4/2011 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-TC1019

Proposal Opening Date: 10/5/2011

Relocation and Consolidation of Offices

**REQUEST FOR PROPOSAL NUMBER RFP-TC1019
RELOCATION AND CONSOLIDATION OF OFFICES**

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Appendix 1 (Request for Clarification)
Appendix 2 (Selection Matrix)

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I. DESCRIPTION OF THE WORK:

Tri-County Council for the Lower Eastern Shore of Maryland is consolidating operations from multiple offices in Snow Hill and Salisbury MD to its new location at the Tri-County Multi-purpose Center, 31901 Tri-County Way, Salisbury, MD. The new location has a street-level loading area in the rear of the building and a single elevator in the front of the building to the second floor. Information regarding this RFP can be found on TCC's website at www.lowershore.org/NewFacility/RFPs.aspx.

The relocation will be conducted in phases as the property becomes ready for occupancy and each phase of the move is to be completed within 48 hours of its actual start, as follows:

A. Phase I (tentative start date January 4, 2012)

- | | |
|---|--------------------------|
| 1. 101 W. Green Street, Snow Hill MD 21863, 1 st Floor
HR, Finance, Tech Services, Admin, Shore Transit | Staff of 12 |
| 2. 100 Pearl Street, Suite A Snow Hill MD 21863, 2 nd floor
Executive | Staff of 2 |
| 3. 917 Mt. Hermon Road, Salisbury MD 21801, 1 st floor
Lower Shore Workforce Alliance
HCTC | Staff of 5
Staff of 4 |
| 4. 803 N. Salisbury Blvd. #2300, Salisbury MD 21801, 1 st floor
Mobility | Staff of 2 |

These staff members will be relocating to the 2nd floor of our new facility in Salisbury.

B. Phase II (tentative start date January 18, 2012)

- | | |
|--|------------|
| 5. 917 Mt. Hermon Road, Salisbury MD 21801, 1 st floor
LSWA Counselors | Staff of 4 |
|--|------------|

C. Phase III (tentative start date January 27, 2012)

- | | |
|---|------------|
| 6. 803 N. Salisbury Boulevard #2300 Salisbury MD 21801
Operations Management | Staff of 4 |
|---|------------|

These staff members will be relocating to the 1st floor, of our new facility in Salisbury.

D. Phase IV (tentative start date July 2012)

- | | |
|---|------------|
| 7. 328 Calvert Street, Salisbury MD 21840, 1 st & 2 nd floor
Shore Transit Service and Support | Staff of 9 |
|---|------------|

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- | | |
|--|------------|
| 8. 799 N. Salisbury Blvd, #1300, Salisbury MD 21801, 1 st floor
Shore Transit Operations | Staff of 4 |
| 9. 809 N. Salisbury Blvd., Salisbury MD 21801, 1 st floor
Dispatch | Staff of 5 |

These staff members will be relocating to the 1st floor, rear, of our new facility in Salisbury.

- | | |
|---------------------------|------------|
| 10. Maintenance Mechanics | Staff of 4 |
|---------------------------|------------|

The maintenance shop staff and equipment will be relocating to a separate building behind the TCC Multi-Purpose Center.

II. SCOPE OF SERVICES:

A. The successful bidder will be responsible for:

1. Designating a single coordinator/point of contact dedicated to planning, preparing for and executing all phases of our relocation.
2. Coordination of pre-move activities, phasing, packing, moving and placement of office furniture/ equipment, file systems, information technology equipment, boxes, appliances and general office effects.
3. Providing labor and equipment to collect and load the contents of the designated area
4. Disassembly and re-assembly of items needing to be assembled
5. Installing (including re-assembly) all items moved in locations to be designated by TCC and in the same condition as they are described in the advanced inspection prior to the move.
6. Disassembly of items and loading of contents during each of the three phases is to be accomplished within one (1) business day.
7. Unloading, placement and reassembly of contents during each of the three phases is to be accomplished within one (1) business day.

B. Each phase of the move will include conference rooms, file rooms, resource areas, break rooms and other shared areas.

C. Office furniture/equipment is any furniture, equipment or general office effects utilized within the total office area. This includes but is not limited to chairs, desks, modular furniture, bookcases, bulletin/white boards, conference and other types of tables, safes,

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file cabinets, workstations, printers, phones, cords, shredders, servers, camera systems, kitchen appliances, etc.

- D. Copiers are specifically excluded from this proposal; these will be relocated as provided under the current maintenance contracts by vendors not party to this RFP.
- E. IT equipment includes servers, routers, workstation and laptop computers, monitors, keyboards, printers, security camera systems, cables, connectors, etc. TCC will shut down and disconnect all IT equipment prior to pick-up, including bagging keyboards and cables in the containers/zip lock bags provided by the successful bidder. TCC will set up and reconnect all IT equipment following placement in the new locations.
- F. The successful bidder must be able to demonstrate specific experience in successfully relocating all the various IT components, providing contact information for a minimum of three business references utilizing state-of-the-art technology to which successful bidder has provided these services.
- G. Maintenance equipment will include 12 vehicle lifts, fluid tanks, tools, tires, parts, etc. utilized in the maintenance and repair of TCC vehicles, including cars, trucks, vans, transit buses, etc.
- H. The successful bidder must be able to demonstrate specific experience in/knowledge of successfully relocating items similar in weight, size, complexity and fragility as the maintenance equipment identified, to include contents considered hazardous in nature.
- I. Materials and equipment provided by the successful bidder will include:
 - 1. All materials required for packing all items to be moved, including but not limited to, boxes, tape, labels, stickers, protective coverings/ wrapping, re-sealable plastic bags, etc.
 - 2. Labels/stickers for furniture, equipment, boxes, crates, etc.
 - 3. Labels for items identified as “surplus”
 - 4. Sufficient number of adequate coverings to protect all building floors, walls, door frames, elevators, etc., including appropriate measures in the event of inclement weather
 - 5. All hand carts, dollies or other devices necessary to safely and easily move the items specified
 - 6. All necessary packing materials will be delivered a minimum of ten (10) days prior to the scheduled move date, earlier if deemed necessary by the successful bidder to ensure deadlines are met.

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- J. For all office furniture and equipment, the successful bidder shall:
1. Provide and utilize sufficient blankets or other protective covering/wrapping to protect all furniture and equipment
 2. Move all office file cabinets with contents inside and ensure the contents of all files arrive at the delivery destination in the same condition in which they left
 3. Secure drawers of all file cabinets prior to moving, utilizing straps, shrink wrapping or other means to guarantee safe transportation of the cabinets and their contents
 4. Provide and utilize appropriate cover/wrapping for all furniture, files, equipment, etc. in the event of inclement weather
 5. Ensure the recommended load limits for the elevator(s) (if applicable) are not exceeded
- K. TCC will be responsible for labeling all boxes, crates, equipment, etc. However, the successful bidder shall ensure all items to be moved are properly labeled prior to removal from the current office space. Labels should include the specific new location/room number as provided by TCC and whatever information, such as a color-coding system, established by the successful bidder's designated move coordinator, to identify the general location for delivery and set-up.
- L. The successful bidder shall place furniture in the new location as indicated on floor plans provided by TCC or as otherwise directed and shall place boxes, equipment, etc. in their corresponding areas in the new location.
- M. The successful bidder must include a fee schedule for insurance sufficient to replace any items damaged during the relocation process.
- N. The successful bidder must account for any additional charges to be made for weekend, holidays, stairs, elevators, long carry, fuel surcharges, tolls, mileage, or taxes. TCC is exempt from Maryland state taxes.
- O. The successful bidder shall be responsible, without additional expense to TCC, for obtaining any necessary licenses and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the prosecution of the services.
- P. The refuse containers on site at the new location may not be used. The successful bidder shall be responsible for the collection, removal and proper disposal of all packing materials (empty boxes/crates, wrapping materials, etc.), from the move site following completion of the final relocation phase. TCC will ensure these materials are available for pick-up within ten (10) days after move completion

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- Q. Firms qualified to perform and interested in responding to this RFP are invited to a pre-bid meeting along with a tour of the areas being vacated along with the contents being moved on Wednesday October 12, 2011. The pre-bid meeting will start at 9:00am at the One Stop Job Market (917 Mt. Hermon Road, Salisbury, MD) in the Smith Conference Room, the tour will immediately follow the pre-bid meeting. Transportation to each of the office locations will be provided by TCC. Please contact Brittanie Turner at 410-632-3300 if you plan to attend.

III. BIDDING PROCEDURES:

- A. Proposals are to be brief and to the point and should address the evaluation criteria in Section XXV of this RFP. Submit six (3) copies and one (1) original of your proposal to:

Tri-County Council for the Lower Eastern Shore of Maryland
Procurement Department
Attn: Brittanie Turner
RFP #
PO Box 99
Snow Hill, Maryland 21863

- B. Proposals are due no later than 2:00pm on Friday November 4, 2011.
- C. Proposals shall be submitted for each office location of the move. Each office in each phase will need to have a separate bid and work plan demonstrating how that phase will be addressed, due to the fact that different funding sources will be paying for the different locations. All of these offices will be shown during the tour:
1. 101 W. Green Street, Snow Hill, MD 21863 (Phase I)
 2. 100 Pearl Street, Suite A Snow Hill, MD 21863 (Phase I)
 3. 917 Mt. Hermon Road, Salisbury, MD 21840 (Phase I)
 4. 803 N. Salisbury Boulevard, #2300, Salisbury, MD 21840 (Phase I)
 5. 917 Mt. Hermon Road, Salisbury, MD 21840 (Phase II)
 6. 803 N. Salisbury Boulevard, # 2300, Salisbury, MD 21840 (Phase III)
 7. 809 N. Salisbury Boulevard, #2300, Salisbury, MD 21840 (Phase IV)
 8. 328 Calvert Street, Salisbury MD 21840 (Phase IV)
 9. 799 Salisbury Boulevard, #1300, Salisbury, MD (Phase IV)

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IV. EXPLANATIONS:

Written requests for clarifications and additional information shall be directed to Tri-County Council, Procurement Department, PO Box 99, Snow Hill, MD 21863, Attention: Brittanie Turner; by email to procurement@lowershore.org; or by Fax to 410-632-1466 – Attn: Brittanie Turner. Please include the Proposal number for this RFP on all your correspondence. All correspondence must be received no later than close of business, Wednesday October 26, 2011. 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 (www.lowershore.org/procurement). It is the responsibility of the prospective bidders to check the TCC website for updates on exceptions and clarifications.

V. AWARD OF CONTRACTS:

- A. This contract shall be awarded to the responsible and responsive bidder whose bid meets the requirements of the selection criteria. The contract award will be made for a period of one year or until completion of the final phase of the move, whichever is earlier.
- B. Tri County Council reserves the right to not award the contract.

VI. 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 Minority Business Enterprise/Equal Opportunity. The assigned certification number must appear on invoices.

VII. FTA DBE REQUIREMENTS:

The Federal Transit Administration requires that each bidder supply a copy of their approval or certification from the FTA concerning their DBE goals. Each Bidder shall complete the Disadvantaged Business Certificate and submit it with the bid.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. For this specific project, the DBE goal is 0%.

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VIII. ENERGY CONSERVATION:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

IX. LOBBYING:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date Signed

X. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

- A. 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.
- B. 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.

XI. INSTRUCTIONS FOR CERTIFICATION:

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- A. 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.
- B. 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.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction,"

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"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.

- D. 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).
- E. 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.
- F. 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 Non-Procurement List issued by U.S. General Service Administration.
- G. 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.
- H. Except for transactions authorized under Paragraph E 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.

XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. 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.
- B. 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.

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XIII. STATE AND LOCAL LAW DISCLAIMER:

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

XIV. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D , dated April 15, 1996, (also see Change 1) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Tri-County Council requests which would cause Tri-County Council to be in violation of the FTA terms and conditions.

XV. 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. A protest based on alleged improprieties that did not exist in the initial solicitation, but which are subsequently incorporated in the solicitation, shall be filed no later than seven (7) calendar days after basis for protest is known or should have been know, whichever is earlier.

In cases other than those specified above, protests shall be filled no later than seven (7) calendar 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, P.O. Box 99, 101 West Green Street, Snow Hill, MD 21863, Attention: Brittanie Turner.

XVI. ACCESS TO RECORDS:

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

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XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

- A. 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.
- B. 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.
- C. 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.

XVIII. CLEAN WATER/CLEAN AIR REQUIREMENTS:

- A. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- C. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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XIX. 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.

XX. MINOR IRREGULARITIES IN BIDS OR PROPOSALS:

- A. 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.
- B. 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.
- C. The procurement officer shall either give the bidder 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.

XXI. TERMINATION:

- A. **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.
- B. **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.

If it is later determined by Tri-County Council that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault, or

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are beyond the control, of the Contractor, Tri-County Council, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination for convenience.

- C. **Opportunity to Cure (General Provision):** Tri-County Council, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven (7) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Tri-County Council's satisfaction the breach or default of any of the terms, covenants or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Tri-County Council, setting forth the nature of said breach or default, Tri-County Council shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Tri-County Council from pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Tri-County Council shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Tri-County Council.

XXII. BREACHES AND DISPUTE RESOLUTION:

- A. **Disputes:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Tri-County Council for the Lower Eastern Shore of Maryland's Executive Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. **Performance During Dispute:** Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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- C. **Claims for Damages:** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XXIII. CIVIL RIGHTS REQUIREMENTS:

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

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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.

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.
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.
4. 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.

XIV. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

- A. 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:
 1. 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.
 2. 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.

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3. General Services Administration Regulations: “Construction and Alteration of Public Buildings,” “Accommodations for the Physically Handicapped,” 41 CFR Parts 101-19.
4. Equal Employment Opportunity Commission (EEOC): “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630.
5. Federal Communications Commission Regulations: “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F.
6. Federal Communications Commission Regulations: “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609.

XXV. EVALUATION CRITERIA:

Bidder’s Response Format

A complete bid package will include all signed and executed certifications and assurances identified in the RFP and any documentation that supports your firm’s ability to address the evaluation criteria listed below.

Detailed information regarding the bidder’s organizational structure, financial status, experience, references, work plan and other factors relating to the bidder’s ability to provide this product will be used in the evaluation process. Bidder is encouraged to carefully examine the previous sections and to incorporate the material, as he/she deems appropriate. Supporting documentation should establish your firm’s ability to provide the services needed within this proposal by reason of the following factors:

- A. **Bidder General Experience (15 Points)**: The purpose of this section is to explain in detail your experience in office relocations of a similar- or larger-sized organization, involving multiple local relocations and staged over several months, and evaluate bidder’s ability to meet the timeline.
- B. **Bidder Experience in Specialized Relocation Services (15 Points)**: The purpose of this section is to give an overview of your firm’s current and past projects that demonstrated your firm’s expertise in handling and relocating the vehicle maintenance equipment, computer hardware and hazardous materials included in this project
- C. **Lowest Qualified Bid (15 Points)**: The purpose of this section is to evaluate the projected total cost of this relocation from start to finish as compared to other bidders.
- D. **Firm’s Financial Qualifications (10 Points)**: The purpose of this section is to establish the bidder’s financial ability to satisfactorily perform the required work. Provide financial statements to include the last year-end income statement and balance sheet. This should include an independently audited income statement, retained earnings, statement

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of cash flow and any other documents that will attest to the financial stability of the firm. This information will be kept strictly confidential.

- E. **Bidder's Role in Local Economy (10 Points):** The purpose of this section is to evaluate the bidder's location with regards to the Tri-County Council's targeted economic development areas of Somerset, Wicomico and Worcester Counties on the Lower Eastern Shore of Maryland.
- F. **Fully Completed and Executed Bid Form (10 Points):** The purpose of this section is to evaluate the completeness of the bidder's response to this Request for Proposal.
- G. **Budget and Schedule Compliance (10 Points):** The purpose of this section is for your firm to provide a detail description of past projects and your firm's ability to set a schedule and budget, to stay on schedule and budget and whether you met or exceed those goals of the project.
- H. **Bidder References (10 Points):** Names, addresses, titles and telephone numbers of at least three credit references including the bidder's principal bank should be included in the bid packet.
- I. **DBE Participation - 5 Points**

Total Possible Points: 100

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Request for Exception/Clarification –Appendix 1

TRI-COUNTY COUNCIL Proposal # RFP-TC1019

Proposal Opening Date: _____

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: Brittanie Turner