



**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-TC1017

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 21, 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**

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Proposal Opening Date: October 21, 2011 2PM

RFP NAME: SECURITY SYSTEM

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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 a security system for our new facility including an alarm system, access control system and camera system.

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 associated with TCC's low voltage cabling needs. 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 23, 2011	Release RFP to Public
September 29, 2011 10AM at the facility.	Pre-Bid Meeting
September 29, 2011 11AM – 2PM	Facility Assessment Visit – Option 1
October 5, 2011 11AM – 2PM	Facility Assessment Visit – Option 2
October 12, 2011 11AM – 2PM	Facility Assessment Visit – Option 3
October 14, 2011 2PM	Close of RFI Questions
October 21, 2011 2PM	Close of Bid Acceptance
October 28, 2011	Notification of Award
November 4, 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 Comtek 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 Camera System and other data systems so no station cabling requirements will be in the Security 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 will impact your proposal as the distance between the facilities is more than 1000'. There will be fiber and copper cross connections available from the wiring closet on the first floor to the maintenance facility.

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. WIRING INFRASTRUCTURE

All vendors are advised to review the RFP relating to data cabling. This RFP is listed on <http://Lowershore.org> and titled "TCC Network Cabling (RFP-TC1015)". This RFP will explain the station wiring configurations being installed. This RFP does not include any cable installation from the Intermediate Distribution Frame to the cameras.

8. SCOPE OF SERVICES

8.1. 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 security system 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 a contract period for the completion of the project.

8.2. SERVICE REQUIREMENTS

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

8.2.1. The vendor shall be licensed for the installation of low voltage wiring.

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

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

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

8.2.5. 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.

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

8.2.7. The vendor shall be a certified reseller and of the product and system they are proposing and certified for the installation of same.

8.3. QUALITY INSURANCE

Vendor's qualifications:

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

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

8.3.3. Vendor shall possess a general communications cabling license and a security system installer's license.

8.4. DEFINITIONS

8.4.1. General Definitions

8.4.1.1. Low Voltage Schedule – This refers to a spreadsheet titled “Low Voltage Cabling Schedule.pdf”. It can be found on the Lowershore.org website under the related RFP's reference.

8.4.1.2. Drawings – This refers to a PDF titled “TCC-RFP-TC1017 – Security System Floor Plans.pdf”. It can be found on the Lowershore.org website under this RFP's reference.

8.4.2. Physical Locations

8.4.2.1. 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 Comtek 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.

8.4.2.2. 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.

8.4.2.3. 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.

8.4.2.4. 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.

8.4.2.5. 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.

8.4.2.6. 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.

- 8.4.2.7. MDF-1s – Located in the 1st Floor Server Room, this Main Distribution Frame will provide an area for the installation of all security and access control equipment.
- 8.4.2.8. 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.
- 8.4.2.9. 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.
- 8.4.2.10. 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.
- 8.4.2.11. 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.
- 8.4.2.12. 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.
- 8.4.2.13. 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.

9. SCOPE DETAILS

9.1. SECURITY SYSTEM

Part of this project is to install an alarm/security system to support the occupants of the new facility.

9.1.1. Control System Location – The housing of the security system controls are to be mounted on ¾” plywood mounted to the studs behind the drywall at the MDF-1s. Any necessary wiring patch panels will be located in this same area. Any wiring to this location will extend down the wall through vendor supplied 3 ½” D rings.

9.1.2. System Sensors

9.1.2.1. Perimeter Glass Break – Each exterior room of the first floor must include a wired glass break sensor. We estimate the count to be 35 physical spaces containing exterior walls with glass (depicted in drawings C, D and E). These sensors should be wired to a single zone in the system that is armed and disarmed based on a schedule. TCC requires the ability to arm or disarm the zone manually. TCC also requires the ability to break this zone into 5 separate zones if needed at a later time.

9.1.2.2. Panic Buttons – TCC requires 40 wireless panic buttons to be placed throughout the first floor. A suitable wireless receiver system needs to be installed to cover the entire first floor of the main building. All cabling for the receiver system must be plenum rated and installed with appropriate mounts to the ceiling structure.

9.1.2.3. Environmental Monitoring – The 1st Floor Server Room and 2nd Floor Server Room both need to have environmental monitoring sensors to detect temperature and

humidity. This zone will be monitored at all times and should only escalate through a series of TCC staff (to be defined).

- 9.1.2.4. Power Monitoring – At the primary point of entry for electricity in the facility, a sensor should be installed that can detect power loss across all three phases of current. This zone will be monitored at all times and should only escalate through a series of TCC staff (to be defined).
- 9.1.3. Control Panels – Four control panels are required to be installed for the purpose of arming and disarming the various zones of the system. The locations are denoted on Drawings C, D and E. These panels must also have a display suitable to show the ID of the panic button when a panic button is pressed.
- 9.1.4. Monitoring – This system must be connected to a POTS line from room 006, Drawing C for the purpose of monitoring. The system must also have a backup connection via the internet. This proposal must include a monthly monitoring fee. Panic Buttons should cause an immediate call to the police from the monitoring station. Glass Break should follow 2 escalation patterns based on time of day, contacting TCC staff first and then the police if the alarm is outside of normal business hours. TCC requires an email of all events to be sent to a customer specified email address.

9.2. ACCESS CONTROL SYSTEM

Part of this project is to install an access control system to support the occupants of the new facility.

- 9.2.1. Phasing – This project will be phased into two separate implementations. The first phase will include the majority of the Main Building on the campus. The second phase which is **not included in this RFP** will be the Shore Transit interior and other exterior locations which are designated on the drawings in blue. Please note that any areas of this RFP that are capacity sensitive are to be specified for the combined phase 1 and phase 2 implementation.
- 9.2.2. Control System Location – The housing of the access control system is to be mounted on ¾” plywood mounted to the studs behind the drywall at the MDF-1s. Any necessary patch panels will be located in this same area. Any wiring to this location will extend down the wall through vendor supplied 3 ½” D rings.
- 9.2.3. Door Hardware & Schedule – The doors have already had mag locks and electronic strikes installed as detailed on the spreadsheet labeled “Access Control Door Hardware Schedule.xls” and on Drawings C, D, E and F. All access control hardware must work with this existing equipment.
- 9.2.4. Existing HID Prox Cards – TCC already utilizes HID Prox Cards of the following specification. All hardware proposed for this RFP must work with these existing Prox cards.

Type: HID DuoProx II
Frequency: 125kHz
Model/Part: 1536LGGMN
Format: H10301
Facility Code: <provided to vendor after contract>

Card Range Starting Sequence: 00100

9.2.5. Access Control System Requirements

- 9.2.5.1. Access Control – The system will provide access control to building and selected areas using proximity cards and card readers.
 - 9.2.5.1.1. Selected Exterior Doors: Control access into the building at locations shown on Drawings C, D and E.
 - 9.2.5.1.2. Selected Interior Doors: Control access into areas as shown on Drawings C, D, E and F.
 - 9.2.5.1.3. Elevator: The elevator requires an access control integration such that the elevator door does not open until a valid card has been presented or the system is triggered to be opened through the phone system. The vendor may need to work with an elevator company for this purpose and all costs associated with this integration (including any third parties) are to be included in this RFP. TCC currently works with Delaware Elevator (800.787.0436) for the maintenance of this elevator.
 - 9.2.5.1.4. Each door should have a card reader (specified forthwith) on the wall next to the exterior side of the door.
 - 9.2.5.1.5. Each entry point controlled by the access control system shall emit a light and/or sound to alert the person that the door is unlocked and that they may proceed through the door.
- 9.2.5.2. Restricted Access - Provide ability to restrict access by individual credential-holders by time of day, day of week/month/year at specific points of entry via administrator-configured software.
- 9.2.5.3. Unlock Doors - Provide ability to unlock doors to building and selected areas automatically, where shown on drawings, for a scheduled period of time throughout the day allowing free access and egress without the use of a card and avoiding the generation of an alarm condition on the access control system. The system operator shall be able to unlock doors from the control system.
- 9.2.5.4. Monitor Points - Provide the ability to monitor mag lock doors in building that may provide unauthorized access and may be a point of forced entry. The system shall report changes in status for all monitored points and alert TCC staff via email or SMS message indicating the specific locations so the operator can respond appropriately.
- 9.2.5.5. System Interface – If there is computer hardware required to support this system, it shall be located in the 2nd Floor Server Room. The system shall provide a real-time display of all alarms and system events, archive all events in a history file to a relational database and serve as the instrument through which all systems programming is accomplished. Computer/Workstation shall be configured for the intended system function by loading the appropriate services and operating system software. All computers will be provided by the customer.

9.2.5.6. Wiring - Communication between control panels and the Central Server shall be on separately installed wiring to be installed in this project. All wiring should be plenum rated and appropriately attached to the ceiling structure. All wiring shall be concealed wherever possible.

9.2.5.7. System Functions

9.2.5.7.1. Provide graphical display of building maps with dynamic display of door status and alarms on all access control workstations.

9.2.5.7.2. Provide report generation for all alarm signals.

9.2.5.7.3. Door Access Management - The system must provide robust tools to provide multiple configurations for door access management. Accommodation of compound access privileges and multiple facility code use are required. Real time updates for access along with event changes such as timed door control, programmable holidays, lock/unlock, group and global lockout and emergency system lockdown.

9.2.5.7.4. Provide the ability to initiate an email (via SMTP) or page to a paging system based on a transaction state. A transaction state shall be defined as but not limited to Normal, Alarm, Trouble, Ajar, Trace, Not Found, Site Code Violation, Door Used, Duress, Trace Card or Expired Card, and System Alarms including Panel Com, Panel Power Failure.

9.2.5.7.5. TCC requires that the system be web accessible for all configuration and programming.

9.2.6. Programming

9.2.6.1. The Contractor shall initially configure the system in accordance with the design shown in the Drawings. The vendor is required to meet with the TCC Technical Services Director to determine any detailed programming necessary for access control requirements, alarm point definitions, alarm point call up in/out relationships, individual component descriptions, and any other programmable parameters required. The Customer may perform additional programming with the assistance of the Contractor.

9.2.7. Proximity Card Readers

9.2.7.1. Provide surface mounting style 125 KHz proximity card reader suitable for Wall, US, Single-Gang Box, Post, or window mullion mounting behind glass using an optional mounting bracket, and for mounting configurations as shown on the project plans.

9.2.7.2. The reader shall be capable of reading access control data in standard Wiegand formats up to 84 bits in length from any HID Proximity card or equivalent, outputting the data in one of the following configurations.

9.2.7.3. The reader shall be capable of outputting a periodic reader supervision message at a configurable time interval, enabling the host system to signal an alarm condition based on the absence of the message.

9.2.7.4. Proximity card readers shall provide the following programmable audio/visual indication: A piezoelectric sounder shall provide audible tone upon successful power up/self-test, good card read or whenever the beeping control line is asserted by the host.

9.2.7.5. The reader shall require that a card, once read, must be removed from the RF field for one second before it will be read again, to prevent multiple reads from a single card presentation and anti-pass back errors.

9.2.8.Integration

9.2.8.1. The system must support integration from the phone system such that a user of the phone system will be able to enter a function or series of numbers that sends a signal to the access control system unlocking a door. There are 2 exterior doors that will need this functionality. It is expected that the vendor will work with the vendor of the Phone System to complete this integration.

9.2.9.Monitoring & Reporting

A standard set of reports must be included that can also be customized by TCC as needed. Such reports will provide full door access and egress activity.

9.2.10. UPS - The vendor must supply an APC Floor Mount Smart-UPS of a capacity to keep the system powered and functional for at least 20 minutes located at the MDF-1s. Both the Security System and Access Control System are to be powered from this UPS.

9.3. CAMERA SYSTEM

9.3.1.Phasing – This project will be phased into two separate implementations. The first phase will include the majority of the Main Building on the campus. The second phase which is **not included in this RFP** will be the Shore Transit interior and other exterior locations which are designated on the drawings in blue. Please note that any areas that are capacity sensitive are to be specified for the combined phase 1 and phase 2 implementations.

9.3.2.Location - The cameras are to be installed as detailed on the spreadsheet labeled “Camera Hardware Schedule.pdf” and the Drawings.

9.3.3.Hardware – The cameras specified are Arecont Vision models D4S-AV1115-3312, D4S-AV3115-3312, AV8185DN-HB, and AV3125DN or 100% equivalent. The following shows the model type and quantity by phase:

Model	Phase 1 Count	Phase 2 Count
AV3125DN	14	9
D4S-AV1115-3312	10	6
D4S-AV3115-3312	9	5
AV8185DN-HB	0	2
Total	33	22

9.3.4.Wiring – All wiring to support the cameras (POE RJ45 Ethernet) is specified in a separate RFP (TCC Network Cabling - RFP-1015) and available online at <http://lowershore.org/NewFacility> for reference. All cameras are to be plugged into this wiring and then patched to a POE port in either the 1st or 2nd floor computer room (as

appropriate). The patch cables and switches for these cameras are also included in the separate RFP.

9.3.5. Interior Mounting – All interior cameras are to be mounted from the drop-ceiling grid where appropriate or from the wall where specified. If mounted on the wall, it should be mounted within 6” of the drop ceiling.

9.3.6. Exterior Mounting – All exterior cameras should be supplied and installed with appropriate exterior mounting enclosures and attachments appropriate for the location being mounted.

9.3.7. Server Software – The software included with this system shall be the exacqVision VMS software licensed for 33 IP cameras (part EVIP-01). Also included should be an upgrade license to the Enterprise Server (part EVES-01) and a license for the Enterprise Health Monitor (part EHM-01).

9.3.8. Server Hardware – The server hardware and operating system is to be provided by the client. The supplier will be responsible for installing and configuring the software on the TCC server environment.

9.3.9. Client Software – The vendor must supply the client software (unlimited licensing) for exacqVision. The vendor must demonstrate the setup to the TCC Technical Services staff on a client computer and provide up to 10 hours of support for TCC to complete the installation on all client computers necessary.

9.3.10. User management – The software must be able to be managed at a user level and at groups of users such that any user or group of users would be limited in the cameras that they have the rights to view.

9.4. DATA SECURITY & INTEGRITY

Data exchanges must meet industry standard security best practices. All transactions that include protected personnel information such personally identifiable information (name, address, etc.) and any card specific data such as prox number, iso, etc, must be encrypted as it travels from the selected systems end point devices to the central server.

9.5. TRAINING

9.5.1. Supplier is expected to provide up to 5 hours of instruction to TCC Technical Services staff on the physical layout of all installed wiring and systems.

9.5.2. Supplier is expected to provide up to 20 hours of instruction to TCC Technical Services staff on the configuration and basic administrative use of the access control system, the security system and the camera system.

9.5.3. Supplier is expected to provide recommendations for availability and qualifications for training, maintenance and support for all aspects of proposed equipment.

9.5.4. 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.

9.6. SUPPLIER REQUIREMENTS

Respondent will provide all pertinent documentation in relationship to system hardware/software and device addressing schemes, an initial inventory of equipment for each completed area including model and serial numbers of card readers, applicable hardware/software and additional system specific equipment.

9.7. 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.

9.8. 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:

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

9.8.2. On-going Maintenance Plan and costs incurred.

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

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

9.8.5. Provide software upgrades inclusive in Maintenance Plan.

9.9. EMERGENCY SUPPORT TIMEFRAME

The supplier is required to provide on-site support within 60 minutes in emergency conditions.

9.10. 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.

10. 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 six (6) copies.

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 21, 2011. All bids should be postmarked by that date. Successful vendor will be notified no later than October 28, 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.

11. BIDDING REQUIREMENTS

- 11.1. Appendix 2 Requirements Checklist – This checklist must be completed by bidder, signed and included with bid package.
- 11.2. 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.
- 11.3. Work Proposal – Provide details on the schedule of the project timeline for each sub-project. Estimate how many people will be needed per section of the proposal.
- 11.4. Completed 'Proposal Cost-Out Spreadsheet' – Provide all details on all costs as identified in this proposal.
- 11.5. 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.

- 11.6. Describe start-up requirements and the lead-time necessary to begin providing services.
- 11.7. 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).
- 11.8. Describe any additional professional service offerings that may be of value to TCC.
- 11.9. Provide pricing for removal or addition of any interior cameras, exterior cameras and alarm panic buttons. This pricing will be used to accommodate any add or deletes of the workstation cabling specification after the creation of this RFP.

12. INVOICING REQUIREMENTS

This project will be funded by a single source through TCC. The vendor is required to complete the attached bid spreadsheet so that TCC can obtain and allocate funds accordingly.

Vendor submitted invoices will include the following items:

- TCC RFP Number
- TCC Project and sub-project description
- Line items for materials
- Line items for labor

13. 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).

14. 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.

15. PROOF OF INSURANCE AND BONDING

15.1 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.

15.2 BONDING

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.”

16. APPROVED EQUALS, CLARIFICATION AND 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, Friday, October 23, 2009. 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.

17. 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.

We reserve the right to not award the contract.

18. CUSTOMER RESPONSIBILITIES

TCC is responsible for the following:

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

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

19. CONTRACTOR RESPONSIBILITIES:

The winning contractor is responsible for the following:

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

19.1.2. Furnishing and installing materials for the structured cabling system unless specific provisioning or installation of materials is denoted in this RFP.

- 19.1.3. 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.
- 19.1.4. Installing the wire, cable and hardware in accordance with the specifications outlined herein.
- 19.1.5. Conducting tests and inspections as specified post-installation.
- 19.1.6. Promptly correcting all defects for which contractor is responsible as determined by TCC.
- 19.1.7. Coordinating all work with TCC representative before the commencement of the installation.
- 19.1.8. Maintaining insurance and appropriate warranty bonds on the proposed distribution system until such time as it is accepted by TCC.
- 19.1.9. Removing all tools, equipment, rubbish and debris from the premises and leaving the premises clean and neat upon completion of the work.
- 19.1.10. Abiding by the safety and security rules in force on the work site per local and governmental regulation.
- 19.1.11. Following industry standard installation practices and as defined in this RFP.
- 19.1.12. The contractor must have been in business operating as an entity, and in the business of installing low voltage network cabling and fiber optic cabling, continuously, for a period of at least 4 years, prior to the date of this bid. This requirement is firm and is non-negotiable. Proof of when the business began operation must be included in the bid documents.
- 19.1.13. 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 foreman 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.
- 19.1.14. 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.
- 19.1.15. Personnel trained and certified in fiber optic cabling, splicing, termination and testing techniques. Personnel must have experience using a light meter and OTDR.
- 19.1.16. Personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.
- 19.1.17. The contractor must have successfully performed at least two 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.

19.1.18.The contractor shall not subcontract data cabling, termination or testing.

19.1.19.The contractor must be bondable.

20. 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.

21. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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.

- 21.5. 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.

22. INSTRUCTIONS FOR CERTIFICATION

- 22.1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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).
- 22.6. 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.
- 22.7. 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.
- 22.8. 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.
- 22.9. 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.

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

23.1. 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.

23.2. 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.

24. STATE AND LOCAL LAW DISCLAIMER

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

25. 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 filled no later than 7 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 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.

26. ACCESS TO RECORDS

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

27.1. 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.

27.2. 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.

27.3. 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.

28. 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.

29. MINOR IRREGULARITIES IN BIDS OR PROPOSALS

29.1. 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.

29.2. 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.

29.3. 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.

30. TERMINATION

30.1. 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.

30.2. 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.

30.3. 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.

31. CIVIL RIGHTS REQUIREMENTS:

31.1. 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.

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

31.2.1. 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.

31.2.2. 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.

31.2.3. 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.

31.3. 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.

32. 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.

33. REQUEST FOR EXCEPTION/CLARIFICATION – APPENDIX 1

TRI-COUNTY COUNCIL Proposal # RFP-TC1017
Proposal Opening Date: October 21, 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**

34.REQUIREMENTS CHECKLIST –APPENDIX 2

TRI-COUNTY COUNCIL Proposal # RFP-TC1017

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		
“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 meets minimum requirements of RFP		
Proposal includes pricing for maintenance after year 1		

Bidder Validation Completed by:

Bidder/Proposer Name: _____

Signature: _____

Date: _____