

**REQUEST FOR PROPOSAL**

**Tri-County Council for Southern Maryland**



**INFORMATION TECHNOLOGY SUPPORT SERVICES PROVIDER**

OFFICE COORDINATOR  
P.O. BOX 745  
HUGHESVILLE, MD 20637  
[INFO@TCCSMD.ORG](mailto:INFO@TCCSMD.ORG)  
301-274-1922

**DUE DATE:** Monday, November 16, 2015 by 4:30 p.m. (Eastern Time)

**BIDDER'S CONFERENCE:** Wednesday, October 14, 2015 at 1:00 p.m. (Eastern Time)

# **REQUEST FOR PROPOSAL**

## **Tri-County Council for Southern Maryland**

Proposals must be submitted in a **SEALED ENVELOPE**. The Tri-County Council for Southern Maryland ("Council") reserves the right to reject proposals improperly labeled. The envelope must also show the proposer's name and address.

**TRI-COUNTY COUNCIL FOR SOUTHERN MARYLAND**  
**P. O. BOX 745**  
**15045 BURNT STORE ROAD**  
**HUGHESVILLE, MD 20637**

**RFP TITLE: INFORMATION TECHNOLOGY SUPPORT SERVICES PROVIDER**

**RFP DUE DATE AND TIME:** Monday, November 16, 2015 by 4:30 p.m. (Eastern Time)

**BIDDER'S CONFERENCE:** October 14, 2015 at 1:00 p.m. (Eastern Time)  
15045 Burnt Store Road  
Hughesville, MD 20637

## INDEX

	<b><u>PAGE NUMBER</u></b>
<b>NOTICE TO PROVIDERS</b>	<b>1 - 2</b>
<b>STATEMENT OF WORK</b>	<b>3 - 4</b>
<b>NON-DISCRIMINATION IN EMPLOYMENT</b>	<b>5</b>
<b>SPECIFICATIONS/SCOPE OF SERVICES</b>	<b>6 - 10</b>
<b>GENERAL CONDITIONS OF PROPOSAL AND CONTRACT</b>	<b>11-16</b>
<b>HOLD HARMLESS AGREEMENT</b>	<b>17</b>
<b>ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO RESPOND</b>	<b>18</b>
<b>PROVIDER'S QUALIFICATIONS</b>	<b>19 - 21</b>
<b>LIMITS OF INSURANCE</b>	<b>22 - 23</b>
<b>ATTACHMENT A</b>	<b>24</b>
<b>ATTACHMENT B</b>	<b>25 - 26</b>
<b>ATTACHMENT C</b>	<b>27</b>
<b>ATTACHMENT D</b>	<b>28</b>

## **NOTICE TO PROVIDERS**

Proposals are due on or before November 16, 2015 by 4:30 p.m. and the technical proposal will be opened immediately thereafter for acknowledgement of receipt only for:

<b>INFORMATION TECHNOLOGY SUPPORT SERVICES (PROVIDER)</b>
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A bidder's conference will be held on Wednesday, October 14, 2015 at 1:00 p.m.

Proposals shall be submitted in **two (2) SEALED ENVELOPES**. One envelope shall contain the Provider's technical proposal and the second envelope shall contain all pricing information.

Sealed proposal(s) should be shipped UPS, FedEx, or hand delivered to the following:

TRI-COUNTY COUNCIL FOR SOUTHERN MARYLAND  
ATTN: MICHELLE DESOTO  
P. O. BOX 745  
15045 BURNT STORE ROAD  
HUGHESVILLE, MD 20637

Changes to the Request for Proposal (hereinafter, "RFP") shall be made only in writing and will be e-mailed to all known prospective Providers. The Council assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all proposals shall be binding for sixty (60) calendar days following the proposal opening date unless extended by mutual consent of all parties.

The price proposal will be based upon fixed/firm fee for the project and signed by an authorized official of the organization. All pricing shall include all costs for this service including, but not limited to, labor, material, supervision, mileage, travel time, vehicle fuel and overhead.

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

The right is hereby reserved to reject any or all proposals and to waive informalities as the interest of the Tri-County Council for Southern Maryland may require.

If the Provider to whom an award is made shall fail to execute the contract, the award may be annulled and the contract awarded to the next most responsive, responsible Provider, and such Provider shall fulfill every stipulation embraced herein as if they were the original party to whom the award was made; or the Council may reject all proposals as its interests may require.

Provider must examine the scope of work carefully and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything in this RFP, inquiry should be made to the Assistant to the Director before the proposal is submitted. The submission of a proposal shall indicate the Provider thoroughly understands the terms of this RFP.

The Provider shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- a. Price Proposal
- b. Technical (Q&E) Proposal Submittal which includes these required forms:
  - Required Response to RFP
  - Non-Discrimination in Employment
  - Hold Harmless Agreement
  - Anti-Bribery Affirmation and Affidavit and Qualification to Respond
  - Provider's Qualifications
  - Limits of Insurance
  - Non-Disclosure Agreement

No Provider may withdraw his/her proposal within thirty (30) days after the opening thereof.

Requests for information related to this Request for Proposal should be directed to the Office Coordinator, Michelle DeSoto, by: (1) E-Mail: [mdesoto@tccsmd.org](mailto:mdesoto@tccsmd.org); (2) Phone: 301-274-1922, extension \*810; or (3) Fax 301-274-1924.

**STATEMENT OF WORK**

Provider shall monitor and maintain the computer systems, networks, and main infrastructure of the Council’s organization. The Provider shall diagnose hardware and software problems in the computers and related equipment and resolve technical problems.

**Price Proposal**

**Service Level Agreement**

\$ \_\_\_\_\_ per month x 12 month = \$ \_\_\_\_\_ Annual Retainer

\* Retainer cost shall include all costs including, but may not be limited to, labor, supervision, vehicle fuel, mileage, travel, and overhead. Refer to Section II Scope of Services – IT Support.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**\*UNIT PRICE**

**Additional Service Cost (if any) for work.** Please attach a detailed description of any additional services function or responsibilities other than the base services. Include any projects and IT services that do not fall within the stated Scope of Services and max cost per hour in the Price Proposal.

**Additional Services**

Estimated \_\_\_\_\_ hours per month x 12 months at \$ \_\_\_\_\_ per hour for additional services

Annual Estimate \$ \_\_\_\_\_

\* Unit price per hour shall include all costs including, but may not be limited to, labor, supervision, vehicle fuel, mileage, travel, and overhead. Provider shall take these factors into account when proposing a cost per hour for these services.

Award shall be based upon the evaluation criteria as listed on pages nine and ten of this document.

Based upon the review of the above factors, the highest rated proposals may be further evaluated through presentations, with an additional ten percent weight applied to the evaluation total.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of bid, the necessary contract will be executed within ten (10) days after such notice.

No Provider may withdraw his/her bid within sixty (60) days after the opening thereof.

FIRM NAME: \_\_\_\_\_

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

SIGNATURE OF AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME OF AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

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

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL IDENTIFICATION OR SOCIAL SECURITY #: \_\_\_\_\_

**NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the Provider agrees as follows:

1. The Provider will not discriminate against any employee or applicant for employment because of age, sex (including pregnancy) (except where age or sex are essential bona fide occupational requirements), sexual orientation, marital status, national origin, religion, race color or disability. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  
2. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Provider is an equal opportunity employer.
  
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  
4. The Provider will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Provider's Signature \_\_\_\_\_

Printed Name of Provider \_\_\_\_\_

Company Name, Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_



## **I. INTRODUCTION AND BACKGROUND**

The Council is seeking proposals from qualified Providers to contract for IT Support Services. Tri-County Council for Southern Maryland is a tax-exempt body politic and corporate established by the Maryland General Assembly. The membership of the Council is comprised of the state senators and delegates representing constituents in Calvert, Charles and St. Mary's counties, along with the county commissioners and a member-at-large from each of the three counties. The Council was permanently established in 1964 as a regional planning and development agency for the tri-county area. The Council's fiscal year begins on July 1 and ends on June 30.

The Tri-County Council for Southern Maryland consists of approximately 30 employees. The council is comprised of four main departments; Workforce Development Board (WDB), Southern Maryland Agricultural Development Commission (SMADC), Transportation Planning, and Finance & Administration. Under the direction of our WDB, the Council has four satellite offices located in Leonardtown, MD, Prince Frederick, MD and 2 sites in Waldorf, MD, in addition to a Mobile Career Center (MCC). The Council is governed by a nine (9) member volunteer Executive Board.

## **II. SCOPE OF SERVICES – IT Support (Service Level Agreement)**

The scope of services to be supplied by the Provider shall be to maintain the Council's current hardware and software programs including upgrades, and to regularly back-up and restore data needs. The Provider will diagnose and repair to the lowest user replaceable unit on hardware. Additionally, the Provider will be pro-active in making recommendations on infrastructure technology such as—servers, network, storage, and security infrastructure and plan for technology growth in order to meet the current and future needs of the Council. In doing so the Provider will be required to create a Network Map that will be reviewed annually with the council in order to anticipate current and future needs and trends. Provider will coordinate with the Council for any IT procurement needs.

Hardware includes, but is not limited to computer and communications equipment, including personal computers, modems, printers, mainframes, routers, projectors, cabling and related equipment.

Please find a listing of equipment and satellite locations below in Attachment B and C respectfully.

Software programs include, but are not limited to applications software programs and operating systems software programs.

The Council currently requires approximately 175 hours of IT support services annually. Must be proficient in the following areas:

- A. Microsoft Windows Server 2008 Standard and Small Business (to include Microsoft Exchange 2007 & SQL). (MCITP certifications preferred)

- B. Microsoft workstation software versions Vista, 7, 8, & 10 (MCITP certifications preferred)
- C. Microsoft Office Professional software versions 2007, 2010, & 2013.
- D. Adobe software
- E. Anti-Virus Protection software
- F. Malware
- G. LAN Wiring and Switches
- H. Wireless Networks

Experience with diagnosing and repairing problems with:

- A. HP Tower servers & printers.
- B. HP & Dell Laptops and workstations (A+ certifications preferred)
- C. Small LAN with internet connections (Net + certifications preferred) plus VPN access
- D. Smart cell phones (various versions)
- E. Tablets

### **III. COST**

- A. In consideration of the effort to be performed under this contract during the period of performance, the contractor will be compensated for all allowable costs as set forth below:
- B. Please provide your pricing structure associated with the monthly Retainer for hardware, software maintenance, upgrades, consultation and support fees, annual network review.
- C. Identify additional cost (if any) for hardware, software maintenance, upgrades, consultation and support fees that do not fall within the outlined Scope of Services.
- D. Identify established markup (if any) on items received from suppliers. List prices and prices subject to discounts are not considered actual. The Provider must provide their supplier's invoice(s) to substantiate the cost of each item. Supplier's quotes will

not be sufficient. Quotes will only be allowed from suppliers if said material is truck stock and shall receive prior approval by the appropriate Contract Manager or duly-authorized representative. The Provider may not charge a markup on products which are purchased off of a government contract.

- E. At all times the Provider shall obtain the best possible prices for parts, materials, equipment, and supplies using "non-profit" pricing for Tri-County Council for Southern Maryland.

#### **IV. PROPOSAL SUBMISSION REQUIREMENTS**

Providers shall submit a proposal providing the following information:

- A. Response time for services during service hours, non-service hours and emergencies.
  - 1. Service hours-means unless noted the hours of 8 am to 5 pm local time, Monday through Friday, excluding holidays.
  - 2. Emergency- means a business critical situation with respect to a mission critical service that will cause a quantifiable, material impact to the organization.
- B. Provider's ability to meet deadlines.
- C. Proposed staffing. Include work experience, resumes, and other credentials of all personnel.
- D. References (three minimum). Include the names, addresses and telephone numbers of organizations for which similar work has been performed.
- E. Name, address, and telephone number, and contact person of Provider.
- F. Qualifications of firm, including prior experience in conducting similar services for non-profits and local governments, as well as any relevant accolades.
- G. The Council reserves the right to reject any and/or all proposals and will not pay for any costs related to proposal preparation and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of Council. All instructions, conditions, and provisions contained within the proposal document must be adhered to and failure to comply shall be deemed reasonable cause to disqualify any proposal.

- H. All firms or individuals are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be of the firm or individual submitting proposal at own risk and they may not secure relief on the plea of error in either omission or commission.
- I. The Council expects that the firm not discriminate against any employee or applicant for employment with regards to age, sex (except where age or sex are essential bona fide occupational requirements), sexual orientation, marital status, national origin, religion, race, color or disability.
- J. Proposals will be evaluated on the basis of responsiveness to the RFP, thoroughness of proposed approach and methodology, qualifications of firm, staff and subcontractors, if applicable and related costs.

**V. ATTACHMENTS**

Attachment A	Organizational Chart
Attachment B	List of Equipment
Attachment C	Satellite Office Locations
Attachment D	Non-Disclosure Agreement

**VI. CONTACTS**

Questions regarding the RFP may be directed to Michelle DeSoto at MDeSoto@tccsmd.org or 301-274-1922 \*810.

**VII. CONTRACT PERIOD**

- A. In submitting proposals, each Provider shall set forth the amount they will accept in payment for services in accordance with the contract.
- B. Upon acceptance of proposal the period of performance for this contract shall be January 1, 2016 – June 30, 2017 for the base year and may be extended at the request of both parties and conditions of the agreement.

**VIII. EVALUATION CRITERIA**

Proposals shall be evaluated for suitability, utilizing a point system according to following scale:

- 1. Providers understanding of scope of requirements, as presented in the proposal package. (0-25 Points)
- 2. Providers experience with providing Information Technology support. Qualifications of support staff. Reference checks. (0-25 Points)

3. Pricing. (0-25 Points)
4. Provider's business philosophy and approach to long-term and short-term planning. Description of how to service the organization. (0-20 Points)
5. In addition to the required response to this RFP, Provider's inclusion of all required forms including Price Proposal, Non-Discrimination in Employment, Hold Harmless Agreement, Anti-Bribery Affirmation, Affidavit of Qualification to Respond, Provider's Qualifications, Limits of Insurance, and Non-Disclosure Agreement. (0-5 Points)

Proposals will be ranked according to the overall perceived benefit to the Council.

#### **IX. BILLING AND PAYMENT**

The Provider shall submit invoices on a monthly basis covering the amount claimed for services rendered and costs incurred to:

Tri-County Council for Southern Maryland  
P.O. Box 745  
Hughesville, MD 20637

- A. Each invoice shall include the following information:
  1. Invoice number
  2. Date of service
  3. Detailed description and cost allocation breakdown of service including total number of service hours provided to individual staff or department
  4. Contract pricing per hour
  5. Name of person(s) who performed services
  6. Remit to address
- B. Pursuant to receipt of an acceptable invoice, payment will be made in accordance with Council's Accounts Payable Procedures of net 30 days. An acceptable invoice will be based on satisfactory completion of services.
- C. Repeated incidents of late service performances and/or unnecessary delays will be construed as noncompliance with the terms and conditions of this contract and the Provider shall be in default of contract. Default of contract will result in penalties of damages incurred.
- D. Waiver of late performance of service penalty may be authorized by the Executive Director, upon receipt of written documentation and explanation of extenuating circumstances effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Council.

## **GENERAL CONDITIONS OF PROPOSAL AND CONTRACT**

### **1. PROPOSAL FORMS AND AFFIDAVITS**

All proposals shall be submitted on the forms provided, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

All required forms and responses must be submitted with proposals. Failure to comply shall be cause for rejection of proposals.

### **2. DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the Provider, in writing, and submitted with the request for proposal. The Council reserves the right to accept or reject any exception.

### **3. PROHIBITION AGAINST UNIFORM PRICING**

The Council shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Provider shall, by virtue of submitting a bid, guarantee that the Provider has not been a party with other Providers to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Providers. Any disclosure to or acquisition by a competitive Provider, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

### **4. ACCEPTANCE OF PROPOSALS**

The Council intends to award the contract to the Provider that best satisfies the needs of the Council. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Provider will be based upon both technical factors and price. The Council reserves the right to conduct interviews. This request does not commit the Council to award a contract. Contents of the proposal may become contract obligations if a contract ensues. The Council will award a contract on the basis of proposals submitted. Failure of the Providers to honor these obligations may result in cancellation of the award.

### **5. AWARD OR REJECTION OF PROPOSALS**

The Council's Executive Director shall award the contract to the most responsible and responsive Provider that submits the response that, in the Council's opinion, best serves the overall interest of the Council and complies with all provisions of the Request for Proposal provided the bid price is reasonable and it is in the best interest of the Council to accept it.

The award will not be based solely on quoted price. The Council reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids

and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Council. The Council reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the Council to do so. The Council also reserves the right to reject the bid of a Provider who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Provider who investigation shows is not in position to perform the contract.

In determining the "most responsive, responsible Provider", in addition to considering price, the Executive Director together with the Review Committee are authorized to contract for the Council and shall consider:

1. The ability, capacity and skill of the Provider to perform the contract or provide the services required;
2. Whether the Provider can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Provider;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Provider with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the Provider to perform the contract or provide the service;
8. Any other information that may have a bearing on the decision to award the contract.

## **6. AUTHORITY TO CHANGE SCOPE**

The scope of the contract may not be changed without approval in writing by the Council.

## **7. INDEMNIFICATION**

Nothing contained in the contract shall be construed to constitute the Provider an agent of the Council. The Provider shall indemnify, keep and save harmless the Council, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the Council in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Provider or his employees, of the subcontractor or his employees, if any, and the Provider shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses

arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Council in any such action, the Provider shall at his own expense, satisfy and discharge the same. Provider expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Provider, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Council as herein provided.

## **8. BREACH OF CONTRACT**

- A. In the event the Provider shall fail to comply with any of the conditions herein provided and as covered by the contract, the Council shall notify the Provider of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the contract to remedy the same within said period, the Council will authorize the services to be procured from any available source, with the difference between the actual cost paid and the Proposal defaulting Provider to be deducted from any monies due the defaulting Provider or their Bonding.
- B. In the event of the failure of the contract to remedy the same within said period, the contract Administrator is authorized to seek to have this contract voided.
- C. In addition to those instances specifically referred to in other sections herein contained, the Council shall have the right at its option to terminate the contract under any one or more of the following:
  - 1. If the Provider becomes insolvent.
  - 2. If the Provider makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
  - 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Provider.
  - 4. In the event the Provider fails to commence work in accordance with the specifications of this RFP.
  - 5. In the event the Provider shall abandon the work.
  - 6. In the event the Provider shall abandon any portion of the work to be performed under the specifications of this RFP.
  - 7. If the Provider shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the specifications of this RFP.



8. If the Provider shall sublet, assign, convey, or otherwise dispose of his contract or any portion thereof other than in accordance with the specifications of this RFP.
9. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Provider's property, financial affairs or business.
10. If the Council shall be of the opinion that the Provider is not or has not been performing the contract in good faith and in accordance with the terms of the Specifications.
11. If the Provider inflates, skims or otherwise alters or falsifies slips of weight, parts or labor.
12. If the Provider retains or fails to credit Council funds.

**9. LIQUIDATED DAMAGES**

- A. In the event the Provider shall fail to comply with any of the conditions herein provided and as covered by the contract, the Council shall notify the Provider of such failure or default and demand that the same be remedied within five (5) business days.
- B. In the event of the failure of the Provider to remedy the same within said period, the Council may authorize the service to be performed and to be procured from any available source, with the difference between the actual cost paid and the bid defaulting the Provider to be deducted from any monies due the defaulting Provider plus a cost of \$50.00 per incident made payable to Council.

**10. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**

It is mutually understood and agreed that the Provider shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of the Council. If the Provider desires to assign his right to payment of the contract, Provider shall notify Council immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Provider from his obligations, or change the terms of the contract.

**11. TERMINATION OF CONTRACT**

The Council may terminate a contract, in whole or in part, whenever the Council determines that such termination is in the best interest of the Council, without showing cause, upon giving written notice to the successful Provider. The Council shall pay all reasonable costs incurred by the

successful Provider up to the date of termination. However, in no event shall the successful Provider be paid an amount which exceeds the price proposed for the work performed. The successful Provider will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful Provider has not performed or has unsatisfactorily performed the contract, the Council may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Council. Failure on the part of a successful Provider to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful Provider will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Council in re-procuring and/or completing the work.

## **12. AVAILABILITY OF FUNDS**

Council reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the Council must terminate a contract, the Council will attempt to give written notice at least 30 days in advance of the effective date. The Provider will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the contract.

## **13. SERVICE DELIVERY FAILURES**

Failures of a Provider to deliver services within the time specified, or within reasonable time as interpreted by the Council, or failure to provide the service properly when so requested, immediately or as directed by the Council, shall constitute authority for the Council to purchase the requested comparable services in the open market. On all such purchases, the Provider shall reimburse the Council, within a reasonable time specified by the Council, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

## **14. NON-LIABILITY**

The Provider shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Council's opinion, is beyond the control of the Provider. Under such circumstances, however, the Executive Director may at his/her discretion, cancel the contract.

## **15. PAYMENT**

Payment shall be made within 30 days after satisfactory performance of services under the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The Council reserves the right to withhold any or all payments or portions thereof for Providers failure to perform in accordance with the provisions of the contract or any modifications thereto.

**17. PROHIBITED INTEREST**

No member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**19. ARITHMETICAL ERRORS**

Any errors in computations will be corrected when the proposals are canvassed.

**20. COMPLETENESS**

All information required by this Request for Proposal must be supplied to constitute a proper bid. The Council shall not be responsible for the premature opening of Proposals if not properly addressed or identified.

**21. LATE BIDS/PROPOSALS**

Formal bids or proposals and amendments thereto received by the Council after the time specified for opening will not be considered.

**HOLD HARMLESS AGREEMENT**

The Provider, \_\_\_\_\_, hereby agrees to indemnify and hold harmless and defend the Council, its officials, agents, servants and employees from the payment of any sum or sums of money to any person whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the Provider, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damage to property, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

It is the intention of this paragraph to hold the Provider responsible for the payment of any and all claims, suits or liens, or any nature and character, in any way attributable to or asserted against the Council and/or its officials, agents, servants, or employees as a result of the performance of this contract or asserted against both the Council and the Provider.

In addition to holding the Council harmless, the Provider will provide the defense for the Council, its officials, agents, servants, and/or employees, and will pay the costs of that defense, subject to the approval of the Council.

If the claim or action or suit brought charges the joining negligence of the Council and the Provider or that the Council is liable because of the action of the Provider for a failure to oversee and/or supervise the Provider, the Provider will hold the Council, its officials, agents, servants and/or employees harmless and undertake to provide the Council, its officials, agents, servants and/or employees a defense.

PROVIDER:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO RESPOND**

I HEREBY AFFIRM THAT:

1. I am the (Title) \_\_\_\_\_ and the authorized representative of the firm of (Name of Corporation) \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
  
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the **Annotated Code of Maryland** or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
  
3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.  
  
\_\_\_\_\_  
  
\_\_\_\_\_

4. I acknowledge that this affidavit is to be furnished to the Council and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Council may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

**I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**PROVIDER'S QUALIFICATIONS**

**A. Qualifications and References  
(Must be submitted with proposal)**

1. Describe the overall geographic area you serve (i.e., counties, zip codes, etc.)

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2. General character of work performed by the company.

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3. List and describe services you have provided which are similar in nature to the ones for which you are bidding. (Include most recent year you provided the service and your organizations years of experience in providing each service.)

Specific Service Provided	Most Recent Year Service Was Provided	Number of Years that Service Was Provided
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4. Please provide information relating to past contracts which you have been awarded under which services similar in scope, size or discipline to the required services in this RFP were performed which you have been awarded. List at least three (3) business references.

Contract Agency Phone Number/Address	Service Provided	Total Contract Period

5. Has the company ever failed to complete any contract? (If yes, explain.)

\_\_\_\_\_

\_\_\_\_\_

6. Has the company ever defaulted on a contract? (If yes, explain.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Specify the number of years your firm has been in business providing the requested service: \_\_\_\_\_
8. Qualifications and names of personnel assigned to project. Provider shall summarize the expertise of administrative/program staff for the service(s) being bid. Information shall include but may not be limited to name and title, education levels/qualifications and experience. Please attach a separate sheet with this proposal covering this information.



## **LIMITS OF INSURANCE**

A. The Provider and/or subcontractors shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name Tri-County Council for Southern Maryland as an additional insured. Self-insured Providers shall submit an affidavit attesting to their self-insured coverage and shall name Tri-County Council for Southern Maryland as an additional insured.

B. **Additional Insured**

1. The following shall be Additional Insured's: Tri-County Council for Southern Maryland, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. **Commercial General Liability Insurance**

During the life of this contract the Provider shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Products and Completed Operations;
3. Independent Providers Coverage;
4. Broad Form General Liability Extensions or equivalent; and
5. Per contract aggregate.

D. **Automobile Liability Insurance**

During the life of this contract the Provider shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. **Workers Compensation**

During the life of this contract the Provider shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract.

F. Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

“Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Tri-County Council for Southern Maryland, Attn: Michelle DeSoto, P.O. Box 745, Hughesville, MD 20637.”

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the Council. Insurance companies providing insurance must be acceptable to the Council. The Provider must obtain at its own cost and keep in force and in effect during the term of the contract. The Provider must provide a certificate of insurance prior to award of this contract.

Provider’s Signature \_\_\_\_\_

Printed Name of Provider \_\_\_\_\_

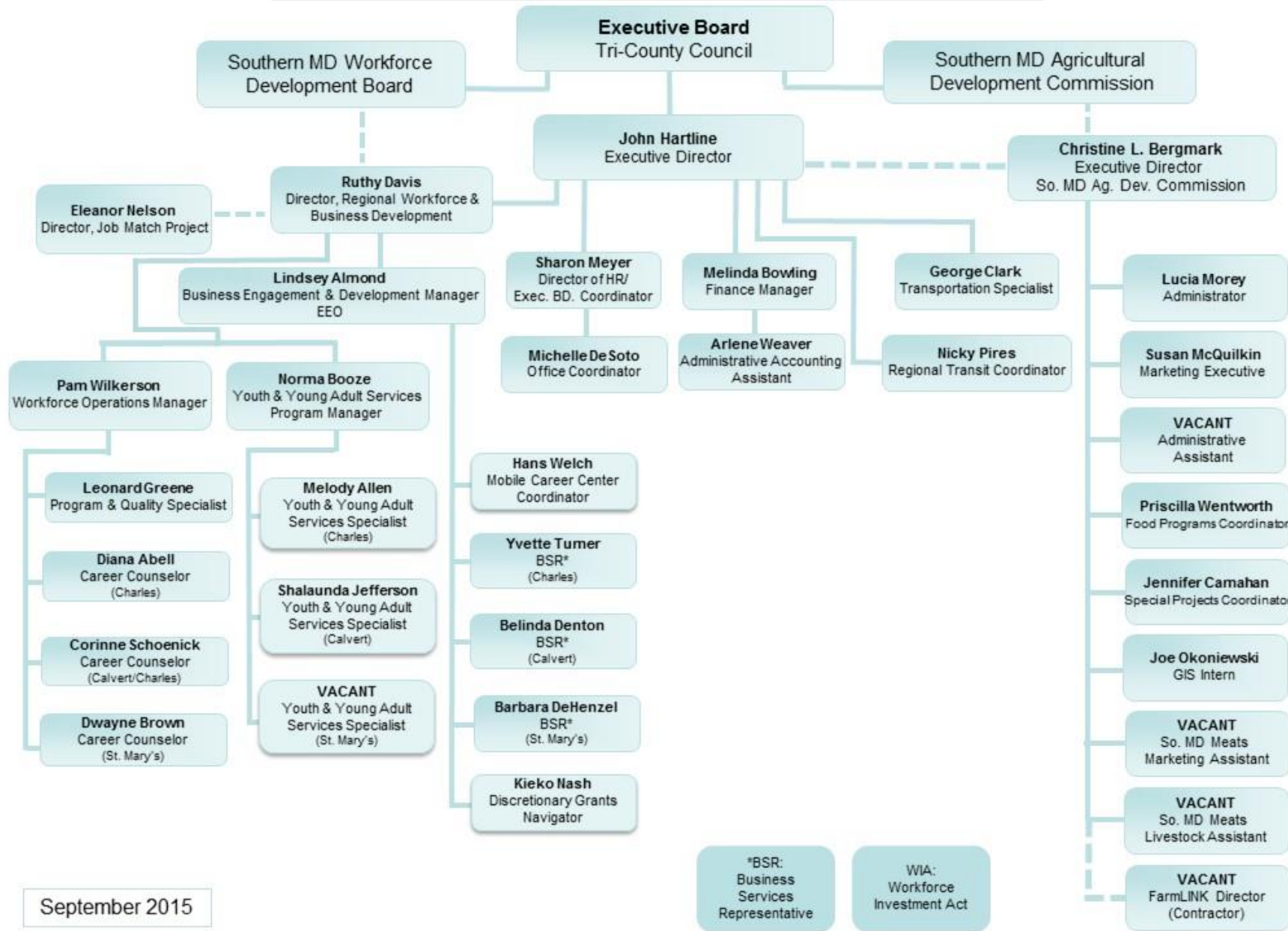
Insurance Provider \_\_\_\_\_

Address \_\_\_\_\_

Provider Phone Number \_\_\_\_\_

Date of Insurance \_\_\_\_\_

**Tri-County Council for Southern Maryland**



Attachment A

September 2015

\*BSR: Business Services Representative  
WIA: Workforce Investment Act

## Attachment B

### Tri-County Council for Southern Maryland Equipment Inventory by location (\*)

#### Executive Office - 15045 Burnt Store Rd

- Konica Minolta Bizhub C452
- (2) Microsoft Surface Pro 2
- HP Color Laser Jet 5550 Printer
- Canon MX882 Printer
- Epson EX3220 Projector
- (5) HP LaserJet Printers
- Non-Profit Tech -ABILA software
- (11) ABSI Computer (Desktop)
- HP ProBook 4540s
- HP / ProLiant ML350 G5 Server
- HP / ProLiant ML350 G6 Server
- LENOVO Laptop 11433FU
- Dell OptiPlex 780

#### Leonardtown One Stop - 23110 Leonard Hall Rd

- HP Elite Book 850 G1 CNU432CMRL
- HP Elite Book 850 G1 BCALR103CFE740AFDY
- Epson WF-3520 Printer
- Epson EX3220 Projector
- HP Laser Jet M131f MFP Printer

#### Prince Frederick One Stop - 200 Duke Street, Ste. 1400

- HP Elite Book 850 G1 5CG5093KJO
- HP Elite Book 850 G1 CNU432CM44
- HP Elite Book 850 G1 5CG4371V8K
- Epson H552A Projector
- Epson EX3220 Projector
- HP Office Jet H470
- HP Laser Jet P1505

#### Waldorf One Stop - 175 Post Office Rd

- (10) HP 27-k350
- HP Laserjet P1505 Printer
- (2) Epson EX3220 Projector
- HP Elite Book 850 G1 5CG5093K01
- HP Elite Book 850 G1 CNU416910Q
- HP Elite Book 850 G1 CNU432CMZD
- HP Elite Book 850 G1 CNU432CN4B

- HP Elite Book 850 G1 5CG4371V8P
- HP Smart Book 850
- HP Photosmart 7520 Printer

#### Job Match Re-Employment Project - 102 Paul Mellon Ct

- (2) HP 27-k350
- (6) Dell Latitude E5420 Laptops

#### Mobile Career Center – Location varies based on schedule

- HP Elite Book 850 G1 5CG5093H5G
- HP Laser Jet Pro 400
- 10 - Intel Core i3-2310M, 2.10GHz, 3MB Cache, Dell Latitude E5420 Intel Core i3 Processor
- 2.0GB, DDR3-1333MHz SDRAM, 1 DIMM, Dell Latitude
- 250GB Hard Drive, 5400RPM, Dell Latitude E
- (8) Dell OptiPlex
- Dell Power Edge server, model PE400SC, Pentium 4 processor 3.2 GHz
- UPS, 2000 watts, 3000VA, dual output distribution switches w/ bypass
- Fully automatic satellite dish w/ 2-way internet access, 1 meter dish
- Laser printer, Brother HL 5140, closet mounted, network ready
- 26" LCD mounted in front cab overhead w/ roof mounted antenna
- 40" LCD monitor, NEC 4000, wall mounted
- 40" LCD monitor, NEC 4000, with exterior view window and exterior speakers

#### Mobile Phones

- Samsung S5 16GB
- iPhone 5s 16GB
- Verizon Mifi 5510L Hotspot
- (6) Verizon MIFI 4082 Hotspot
- Verizon MIFI 6620L Hotspot

\*Note: Equipment list may not be 100% inclusive.

## Attachment C

### Tri-County Council for Southern Maryland Satellite Office Locations

Leonardtown One Stop  
23110 Leonard Hall Drive  
Leonardtown MD 20650

Prince Frederick One Stop  
200 Duke Street, Suite 1400  
Prince Frederick MD 20678

Waldorf One Stop  
175 Post Office Road  
Waldorf MD 20602

Job Match Office  
c/o Ms. Eleanor Nelson  
102 Paul Mellon Court, Suite 14  
Waldorf MD 20602

TCC's Mobile Career Center  
*Location varies based on schedule*

## **Information Technology Support Services Non Discrimination Agreement**

In order for the Information Technology Support Services Provider to be able to perform the adequate support functions on behalf of Tri-County Council for Southern Maryland, the provider will be granted access to privileged information systems and the data and records those systems store. Privileged access imposes upon the Provider the responsibility and obligation to use that access in an ethical, professional, and legal manner that is strictly within his or her authorized job functions. The organization will not tolerate any illegal, dishonest, improper, or irresponsible use of this information.

In exchange for the elevated access privileges afforded to you as the IT Support Service Provider, I agree to abide by the following performance standards:

1. To take every reasonable precaution to prevent unnecessary or unauthorized access to any passwords, user identifications, or other information that may be used to access information systems, whether those systems belong to the Organization or to private parties.
2. To limit access to the information contained in or obtained from information systems to authorized persons.
3. To treat all information encountered in the performance of my duties as confidential unless and until advised otherwise by the Organization.
4. To avoid any sharing, recording, transmission, alteration, or deletion of information in the information systems except as required in performance of my job duties.
5. To report any incidents of non-compliance with the terms of this agreement to the Organization.

I understand that this agreement applies to the Organization's network, all electronic systems owned or operated by the Organization, whether or not they are connected to that network, and to all privately owned electronic systems that may be brought to the organization or connected to the organization's network.

I further understand that the Organization considers violation of these standards to be a serious offense, and that if the provider violates this agreement, the contract between the Provider and Organization may be terminated.

Authorized Signature: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

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