



Harford County Public Library

HCPLonline.org

REQUEST FOR PROPOSAL ADMINISTRATION OFFICE

E-RATE ELIGIBLE INTERNET SERVICE

RFP NO. L-19-02

JANUARY 29, 2019

**Harford County Public Library
1221-A Brass Mill Road
Belcamp, MD 21017**

REQUEST FOR PROPOSAL

E-RATE ELIGIBLE INTERNET SERVICE

RFP NO. L-19-02

PROPOSALS ARE DUE BY FEBRUARY 28, 2019 AT 1:00 P.M.

PROPOSALS RECEIVED AFTER 1:00 PM ON FEBRUARY 28, 2019 WILL BE
RETURNED UNOPENED

QUESTIONS CONCERNING THIS SOLICITATION MUST BE FAXED OR E-
MAILED NO LATER THAN THE CLOSE OF BUSINESS ON
FEBRUARY 8, 2019

SUBMIT ORIGINAL PROPOSALS TO:

Harford County Public Library
Matthew Smith, Purchasing Manager
1221 A Brass Mill Rd.
Belcamp, MD 21017
(p) 410-273-5601, ext. 6548
(f) 410-273-5606
smithma@[hcplonline.org](mailto:smithma@hcplonline.org)

GENERAL INSTRUCTIONS (PLEASE READ THOROUGHLY)

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

Instructions, forms and specifications may be obtained at <https://hcplonline.org/rfps.php> or in person or by mail from the Procurement Department, 1221 A Brass Mill Road, Belcamp, Maryland 21017.

a) All bids are to be submitted on and in accordance with forms for this purpose, which are available from the Procurement Department.

b) All bids are to be submitted in a sealed envelope with the bid number and name of the bid noted in the lower left hand corner of the envelope.

c) Bids received after the specified time will be returned to the bidder unopened.

d) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Procurement Department.

e) Should any bidder find discrepancy in the plans, specifications, or specimen agreement, should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the Purchasing Manager, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be in writing addressed to the Purchasing Department, 1221 A Brass Mill Road, Belcamp, Maryland, 21017 and marked "Request for Clarification". The request must be received at least seven (7) working days prior to the date fixed for bid receipt. Any and all such interpretations, any supplemental instructions will be mailed to all prospective bidders (at the respective address furnished for such purpose), not later than five (5) working days prior to the date fixed for the opening bids. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted.

f) The Harford County Public Library will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the specifications shall be directed to and will be issued by the Purchasing Manager in writing.

g) Oral, telephonic and/or telegraphic bids or modifications of bids will not be acceptable.

h) Bids must be completed in ink or typewritten by the Bidder with the signature in full. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. The bid shall also bear the seal of the corporation, attested by its secretary. Any one signing the bid as agent must file with it legal evidence of his authority to do so Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.

i) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after this time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period; the time may

be extended by mutual agreement between the Library and the bidder.

2. AWARD OF CONTRACT:

a) The Library shall award all contracts in accordance with the criteria established in Section 41-26 of the Harford County Code.

b) Prompt payment discount terms will be considered in determining award.

c) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Harford County Public Library is a tax exempt entity. The tax exemption is covered under State of Maryland Sales and Use Tax Certificate Account number 30001201.

4. RESERVATIONS:

a) The contract awarding authority reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.

b) The Contract Awarding Authority may waive informalities and irregularities in bids. (Sec. 41-26 Procurement Law) as the interest of the County may be required.

c) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.

d) The Contract Awarding Authority may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the Library.

5. DELIVERY:

a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.

b) All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise quoted in Special Conditions.

c) Delivery time may be a factor in award of bid.

6. COMPETITION, LITERATURE, SAMPLES:

a) To better insure fair competition and to permit a determination of the lowest bidder, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.

b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product on which he is bidding and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified Catalog cuts and descriptive data shall be attached

to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bids.

c) No bidder will be allowed to offer more than one price on each item even though he may believe that he has two or more types or styles that will meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.

d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.

e) Specifications provided are based on Library needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Library requirements and consistent with Library policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

7. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder in writing, at the same time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Harford County Public Library for furnishing material, equipment or services in full accordance with the specifications as written. Items not meeting the specifications may be rejected upon delivery to the Library.

8. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County Public Library shall be subject to final inspection by Harford County Public Library and/or the Purchasing Manager may designate other independent testing laboratories as may be deemed necessary. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the Library may reject all or any part of the materials and supplies to be provided under the contract. The Purchasing Manager may waive variances in materials, supplies, and/or service upon written recommendation by the Library Department involved in the purchase.

9. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

10. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws, which are applicable to the Contract, must be strictly complied with. The Contractor shall protect and indemnify Harford County Public Library and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

11. QUALIFICATION AND LICENSE:

The Library may make such investigations as deemed necessary to determine the ability of the bidder to perform. The work and the bidder shall furnish the Library all such information and data for this purpose as the Library may request. The Library reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Library that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

12. FORM OF ORDER:

An appropriate Harford County Public Library Purchase Order will be executed as required to the successful bidder.

13. COOPERATIVE PURCHASING:

Results of this bid may be made available to Harford County Public Schools, Harford Community College, and Harford County Municipalities. Upon mutual agreement of both parties (successful bidder(s) and any of the above mentioned entities), this bid may be utilized to affect such contracts. Results may also be made available to the State of Maryland, and other public or nonprofit agencies within or outside the State of Maryland.

Request for Proposal Internet Service

A. Introduction

Harford County Public Library is an 11 branch system with a separate administrative office and two outreach vehicles serving a growing, diverse community of approximately 250,000 residents in northeast metropolitan Baltimore. In fiscal year 2018, the Library circulated more than 4 million items and handled more than 460,000 information/reader assistance requests, utilizing a collection of approximately 1,000,000 volumes, online databases, and the worldwide web. The Library also offers an extensive array of downloadable and streaming audio/video products (movies, television shows, music albums and audio books). Daily operations are performed by a staff complement of 241 full-time equivalents. HCPL has been the recipient of numerous awards including Innovator of the Year and Library Journal's Star Library.

B. Purpose

The purpose of this RFP is to solicit proposals from established and qualified vendors to provide internet service (E-Rate Category 1) for staff and customers of the HCPL system. Internet services are currently provided through a hub and spoke design located at the Administrative Offices in Belcamp, MD. The proposed high-availability service is necessary to support increasing demand for internet access which includes streaming services, cloud services, and cloud storage. The address and locations of the 11 branches are included as Attachment A.

The vendor awarded the project will enter into a three-year agreement with the option to annually renew the agreement for up to, but no more than, two (2) additional years. Any changes to this RFP after the initial year must be agreed to by both parties before the next year is to begin.

All materials, documents, processes, reports, data and information generated from this project are the property of HCPL.

C. Submission of Proposal

Bidders are requested to submit one (1) original and five (5) copies of their proposals by 1:00 PM, local time, February 28, 2019. Any proposal not received by the listed bid opening date and time will be returned unopened. Any questions requiring clarification of bid submission should be directed to Matthew Smith, Purchasing Manager, in writing, via email (smithma@hcplonline.org) or fax 410-273-5606.

The Proposer shall submit proposal to:

Harford County Public Library
Administrative Office
1221A Brass Mill Road
Belcamp, Maryland 21017
Attention: Matthew Smith, Purchasing Manager
RFP No. L-19-02 E-Rate Eligible Internet Service

The deadline for the submission of questions is February 8, 2019. Any questions proposed after this date will not be answered. Any questions posed will be answered via an addendum and all participants will receive a copy of this addendum no later than February 12, 2019.

Any conditions which the bidder wishes to stipulate other than those included in this RFP must be specifically stated in writing in the bidder's cover letter. If the bidder cannot accept a provision of the RFP, it must so state. Any supporting literature that the bidder wants to include should be placed in an appendix.

NOTE: EACH OFFEROR MUST SUBMIT AS PART OF THEIR PROPOSAL THE COMPLETED PROPOSAL AFFIDAVIT (PAGES 13 – 15.) FAILURE TO SUBMIT THIS DOCUMENT WILL CAUSE THE PROPOSAL TO BE REJECTED.

D. Schedule

RFP L-19-02 Posted:	January 29, 2019
Questions Due:	February 8, 2019
Addendums Posted, if necessary:	February 12, 2019
Proposals Due:	February 28, 2019 1:00 PM local time
Award Made:	Week of March 11, 2019
Form 471 Filed:	March 18, 2019

E. Scope of Work

To provide the necessary service HCPL requires the vendor must adhere to the following:

Minimum Requirements

1. Vendors must provide pricing for 3 levels of service: 200 Mbps, 500 Mbps and 1 Gbps fiber Internet connection with unlimited capacity up to 10-Gbps or more.
2. Description of price options to connect at the Administrative Office located at 1221-A Brass Mill Road, Belcamp, Maryland 21017. This location serves as the source to which the service will be pushed out to the 11 branches.
3. Proposal must provide 24x7 support with priority access.
4. Proposal must provide 24x7 monitoring of the Internet connection link(s).
5. Inclusion of a network map including services or peering relationship speeds with tier one Internet backbone providers.
6. Proposal must include the service provider's Record of Service Availability and Reliability information to include Mean Time to Repair (MTTR) and Mean Time Between Failures (MTBF). Identify the service providers 5 largest network failures for the preceding year, including the geographic area and extent of each failure. Please cite the three longest times in the last twelve months it took to restore service to a customer at the contracted level.
7. Proposal must include a Record of Performance addressing availability, throughput and latency.

8. Proposal must provide 24x7 coverage of the Internet connection with a commitment to on-site response and replacement of major equipment failures within 4 hours from the onset of the event.
9. Proposal must address fault tolerance and high availability in a detail that includes locations defined in Attachment A – HCPL Branch Locations.
10. Proposal must address adequate security policies and measures that secure HCPL traffic from unauthorized individuals.
11. Verification that network equipment is compatible with Cisco routers and switches.
12. Outline of service transition to keep any interruption to existing HCPL service and connectivity to a minimum.

Additional Specifications

1. Vendor must provide a Service Level Agreement that will address guaranteed response times, escalation procedures, and the terms for any refunds that may be due for failure to meet the agreement
2. The terms of the Service Level Agreement are to be monitored by the vendor and not by HCPL
3. Proposal must provide a description of how the Service Level Agreement is monitored, what statistics are used, and how these statistics are calculated.
4. HCPL is interested in new and creative network technologies that can introduce new services to its patrons. Please specify additional network services offered which may add value to library service and to the proposal.

Equipment

1. Proposal must include a clear, comprehensive, and easy-to-read list of all equipment necessary to meet the scope of this proposal.
2. Equipment lists and designs must be provided in detail for HCPL Administrative Office.

Service and Support

1. Proposals must include a service and maintenance plan specifying roles, responsibilities, notification and costs in detail for normal operations, emergencies, and 24x7 after-hours service and support. An escalation manager's name and number must be specified
2. Proposals must specify an installation plan that provides for convenient installation of connection without interruption of HCPL services to patrons and without interruption to library open-hours
3. Service plans and costs must specifically cover both services and all network equipment

E-Rate Compliance

1. HCPL requires that the vendor have State Service Provider eligibility under USAC. See <https://www.usac.org>
2. Respondent must assure that its response is compliant with all current E-6 rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at <https://www.usac.org>.

3. **Eligibility of Goods and Services:** Goods and services provided shall be clearly designated as “E-Rate Eligible”. Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be ‘cost-allocated’ to show the percentage of eligible costs per SLD guidelines.
4. **E-Rate Funding Year Boundaries:** The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each fiscal year. The FCC contract ‘signing date’ must be prior March 20, 2019 which is the last day to file Form 471. HCPL will sign the contract prior to submission of Form 471 as pursuant to UASC rules. Regardless of contract ‘signing date’, goods and services requested in this RFP shall be delivered no earlier than the start of the 2019 Funding Year, July 1, 2019. To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.
5. **SLD Invoicing:** Respondents agree to conform to all E-Rate guidelines for the billing of discounts to the SLD. Billing method will be the BEAR Form 474 method where the service provider will file directly with E-Rate and provide HCPL with a discounted bill for E-Rate eligible services.
6. Responder must also provide the name, title and telephone number for single point of contact for E-Rate questions.
7. **SPIN and FCC Registration Numbers:** Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) as part of their proposal. Also provide your FCC FRN Registration Number.
8. **FCC/SLD Auditability:** The E-Rate program requires that all records be retained for at least five years. Respondent hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by SLD and/or HCPL, whichever is sooner. HCPL, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
9. **E-RATE CONTINGENCY** - The project herein is contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-Rate. Even after award of the contract and/or E-Rate funding approval is obtained, HCPL may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the HCPL

Cost and Billing

1. Billing period for all services must begin on the first day of each month through the final day of each month
2. Proposal must provide comprehensive costs to HCPL for lease or purchase of all aspects of the proposal
3. Proposal must contain an easy-to-read cost summary grouped by equipment, service, and maintenance
4. Detailed cost must be provided
5. Cost and services subcontracted to other vendors must be specified
6. Costs must be summarized on a per-month and per-year basis
7. Vendor must supply their pricing schedule from their minimum to maximum bandwidth options including reoccurring and non-reoccurring charges for change in service and penalties
8. Vendor must describe their billing and refund policy
9. Specify the availability of on-line billing
10. Vendor must provide for "Favored Customer Status" for Issuer. This clause requires that at any time Respondent lowers or provides lower prices for such similar services as may be contracted for under this RFP, Respondent will offer such lower prices immediately to Issuer in the form of lower Fees. Additionally, as new technologies evolve during the term(s) of any contract arising out of this RFP, Respondent will make such technology available to Issuer, if it does so for any other Respondent customer or client, whether it is a new or existing customer or client. Respondent is to state clearly their technologies upgrade policy mid-contract and its Fees or charges for doing so.
11. Please provide terms of a prompt payment discount if offered.

F. Evaluation and Selection Criteria:

F.1 Evaluation Committee

HCPL has established an evaluation committee who will review and score each proposal for adherence to the requirements in accordance with the criteria as described below.

F.2 Evaluation Criteria

A complete proposal is considered a submission in which all information as requested by HCPL has been supplied, areas requiring a signature have been acknowledged and all documentation requested has been submitted per the terms of this RFP. Any proposal found to be missing any item requested in this RFP will be considered incomplete and disqualified.

Categories and their weights are described under Section F.3.

HCPL reserves the right to award all or part of the project based solely on the best interest of HCPL as determined by the Library's CEO.

F.3 **Requirements of the Proposal**

The proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

F.3.1 **Total Price** **30 points**

The committee will award the full 30 points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's score.

The rates proposed will be firm for the duration of the project following the date of award.

F.3.2 **Understanding of the Project** **25 points**

Vendor shall state in a complete yet concise manner their qualifications to provide internet service to HCPL, a proposed timeline of the rollout, implementation of the service and how they will provide ongoing support throughout the life of the contract.

F.3.3 **Relevant Experience** **20 points**

The proposal shall provide a summary of the vendor's history and experience in providing internet service to an entity similar in size and scope of HCPL and in providing e-Rate eligible services to.

F.3.4 **Deliverables** **20 points**

The proposal is to describe the accuracy and quality of any/all deliverables, preferably in a mission critical environment.

F.3.5 **Client References** **5 points**

Client list and history with contact information of references from accounts worked within the past three (3) years of similar size and scope to HCPL.

G. Basis of Award

The firm with the highest score will be recommended for an award of contract.

HCPL reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all offers received, to waive minor technicalities in proposals, and to negotiate with responsible offers in any manner necessary to serve its best interests.

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all offerors of record. Addenda will become part of the RFP and must be acknowledged by each offeror; failure to acknowledge any addenda shall not relieve offerors of compliance with the terms thereof. HCPL assumes no responsibility for oral instructions.

HCPL may request offerors to make oral presentations of their qualifications, and to substantiate any portions of proposals submitted. The Purchasing Manager will schedule such presentations if deemed necessary.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to satisfy the requirements of this RFP.

Offerors are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions.

By submitting a proposal in response to this RFP, the offeror accepts the terms and conditions set forth herein, unless stated otherwise.

HCPL may require offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The Library may make such investigation as it deems necessary to determine the offeror's responsibility.

HCPL reserves the right to accept the best written proposal without further discussions, and may do so; thus, offerors should ensure that the initial proposals are both complete and competitively priced.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

The laws of Harford County and the State of Maryland, and where applicable, federal laws and regulations, will govern the contract awarded pursuant to this RFP.

HCPL maintains the right to delete or insert tasks in the scope with appropriate changes in cost.

H. Proposal Content

To be considered as a complete submission respondents are required to present:

- An executive summary, not to exceed two pages, to summarize key points of the proposal and signed by an officer of the vendor responsible for committing the vendor's resources. Please provide contact information for the person to whom HCPL should direct proposal correspondence including full name, phone number, email address and physical mailing address.
- A detailed proposal responding to each request as described in Section E – Scope of Work. This section is to define warranties for equipment, parts and labor and shall include lead times on all deliverables.
- Exclusions or exceptions – Note any parts of the proposal that is beyond the expertise of the consultant.

- If applicable a reselling certificate is required.
- Completed signatures where requested.
- Acknowledgement of any addenda created.
- List of three (3) references of which work completed on a similar scope has been done for within the past two (2) years.

NOTE: HCPL will not reimburse costs of preparing the proposals.

BID FORM

The undersigned, duly authorized to bind the named firm, agrees, upon receipt of acceptance of this proposal within 14 (fourteen) calendar days, to proceed to execute the contract in accordance with the proposal as accepted.

Signature _____

Type/Print Name _____

Title _____

Name of Firm _____

Address

Street

City

State

Zip

Mailing Address (if different from Street address)

Telephone _____

Fax _____

Email _____

If corporation, place corporate seal beside signature and state:

Name of President _____

Name of Secretary _____

Under laws of what state incorporated _____

Acknowledgement of Addenda (if applicable)

#1 _____

date

#2 _____

date

#3 _____

date

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 et seq. of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 15, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) ____ Maryland (domestic) corporation
____ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT:

This Affidavit is furnished to the Purchasing Manager and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

ATTACHMENT A

RFP L-19-02 HCPL BRANCH LOCATIONS

Aberdeen

21 Franklin St.
Aberdeen, MD 21001

Abingdon

2510 Tollgate Rd.
Abingdon, MD 21009

Bel Air

100 E. Pennsylvania Ave.
Bel Air, MD 21014

Darlington

1134 Main St.
Darlington, MD 21034

Edgewood

629 Edgewood Rd.
Edgewood, MD 21040

Fallston

1461 Fallston Rd.
Fallston, MD 21047

Havre de Grace

120 N. Union Ave.
Havre de Grace, MD 21078

Jarrettsville

3722 Norrisville Rd.
Jarrettsville, MD 21084

Joppa

655 Towne Center Dr.
Joppa, MD 21085

Norrisville

5310 Norrisville Rd.
White Hall, MD 21161

Whiteford

2407 Whiteford Rd.
Whiteford, MD 21160

Administrative Office

1221-A Brass Mill Rd.
Belcamp, MD 21017

**ATTACHMENT B
RFP L-19-02**

PRICE WORKSHEET FOR FY2020

Price worksheet for each level of service.
Please itemize each line.

	Materials	Labor	Total	E-Rate Eligible	E-Rate Ineligible
Installation. Cable Plant					
Installation. Network Hardware					
Installation. Configuration					
Installation. Professional Services					
Installation. Shipping					
Installation. Misc					
Subtotal					

Monthly Administrative Cost					
Monthly Taxes and Surcharges					
Monthly Access Cost					
Monthly Service Cost					
Monthly Professional Services					
Monthly Misc.					
Subtotal					

Annual Increase (Percentage)	
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Please complete above form for each level of service, 200 Mbps, 500 Mbps, 1 Gbps with no bandwidth cap.
Attach a detailed, itemized quote for all items with their E-Rate eligibility and ineligibility clearly identified.
Please include a sample invoice, first-month/installation invoice and a standard monthly service invoice.
Include cost increases for additional Fiscal Years 2021 – 2024 on additional copies of this attachment.

ATTACHMENT C
L-19-02

E-RATE TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

12. **E-RATE CONTIGENCY.** The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, HCPL may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of HCPL.

13. **SERVICE PROVIDER REQUIREMENTS.** HCPL expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
 - a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
 - b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
 - c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
 - d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
 - e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide HCPL a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to HCPL prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in HCPL placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/serviceproviders/step02/lowest-corresponding-price.aspx>

14. SERVICE PROVIDER ACKNOWLEDGEMENTS

- l. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from HCPL and a USAC service substitution approval with the exception of a Global Service Substitutions.
- m. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- n. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- o. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

15. **STARTING SERVICES/ADVANCE INSTALLATION.** The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or

shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

16. **EARLY FUNDING CONDITIONS, CATEGORY 1.** There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
- p. Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
 - q. The Category 1 service must depend on the installation of the infrastructure.
 - r. The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
 - s. No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

17. **EARLY FUNDING CONDITIONS, CATEGORY 2.** There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.
- t. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

18. **INVOICING.**

- u. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). HCPL will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage HCPL will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting

of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, HCPL shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should HCPL decide that it is in the best interest of HCPL to file a Form 472, HCPL will inform the Service Provider of its intent.

- v. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, HCPL will only be responsible for paying its non-discounted share.

19. **FCC/SLD AUDITABILITY.** The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. HCPL, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

20. **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION.** During the term of any Agreement resulting from this RFP, HCPL may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by HCPL's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. HCPL shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-RATE REQUIREMENTS.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature	Email Address
Title	Telephone Number
Service Provider Name	Fax Number