REQUEST FOR PROPOSAL

Category 2 E-Rate Wireless Access Points

RFP NO. L-24-03

January 16, 2024

Harford County Public Library
1221-A Brass Mill Road
Belcamp, MD 21017
REQUEST FOR PROPOSAL

Category 2 E-Rate Wireless Access Points

RFP NO.  L-24-03

PROPOSALS ARE DUE BY February 16, 2024 AT 1:00 P.M. LOCAL TIME

PROPOSALS RECEIVED AFTER 1:00 P.M. ON FEBRUARY 16, 2024 WILL BE RETURNED UNOPENED

NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE FAXED TO 410-273-5606 OR E-MAILED TO gentile@hcplonline.org NO LATER THAN 5:00 PM February 2, 2024

SUBMIT ORIGINAL PROPOSALS TO:

Harford County Public Library
Administration Office
1221-A Brass Mill Road
Belcamp, MD 21017
Attn: Scott Gentile, Procurement Agent
Phone: 410-273-5600 x 6548
RFP No. L-24-03 Category 2 E-Rate Wireless Access Points

OR electronically to:
gentile@hcplonline.org
GENERAL INSTRUCTIONS
(PLEASE READ THOROUGHLY)

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:
Instructions, forms and specifications may be obtained at https://hcplonine.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 Procurement Agent, 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 Procurement Agent 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. Anyone 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 ensure 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 Procurement Agent 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 Procurement Agent 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.

14. EQUAL OPPORTUNITY:
Awarded Bidders of all Harford County Public Library contracts agree to comply with applicable federal, state and local laws relating to equal opportunity employment. All Harford County Public Library bid submissions will be considered without attention to race, color, religion, sex, sexual orientation, gender identity, national origin or citizenship status, age, disability or veterans’ status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
Request for Proposal
Category 2 E-Rate Wireless Access Points

A. Introduction

Harford County Public Library (HCPL) is an 11-branch public library with a separate administrative office and five outreach vehicles serving a growing, diverse community of approximately 263,000 residents in northeast Maryland at the head of the Chesapeake Bay. In fiscal year 2023, HCPL circulated more than 3 million items and handled more than 368,000 information/reader assistance requests, utilizing a collection of just over 1,000,000 physical items, online databases, and the worldwide web. HCPL also offers an extensive array of downloadable and streaming audio/video products (movies, television shows, music albums and audio books). Harford County Public Library holds more than 7,000 classes, workshops, programs and events with more than 52,000 attendees. HCPL has been the recipient of numerous awards including The Daily Record Innovator of the Year and Library Journal’s Star Library.

B. Purpose

Harford County Public Library is inviting proposals for an E-rate Category 2 funded project set to participate in the 2024/2025 funding year, commencing on July 1, 2024. This project aims to replace 38 aging MR34/MR42 Meraki Wireless access points and the purchase of five new ones.

As part of this solicitation, vendors are requested to provide pricing structures encompassing 1, 3, and 5-year terms for licensing and support for E-rate eligible hardware purchases, licensing acquisitions, and setup services. These are to be treated as distinct transactions in the proposals.

C. Submission of Questions and Proposal

The deadline for the submission of questions is February 2, 2024. Questions must be submitted by email to gentile@hcplonline.org. Any questions proposed after this date will not be answered. Any questions posed will be answered via an addendum to the RFP and all participants will receive notice of the posted addendum no later than February 9, 2024.

Should bidders elect to submit a printed proposal, bidders are required to submit one (1) original and five (5) copies of their proposals by 1:00 PM, local time, February 16, 2024. Please refer to Section G for additional submission format instructions. 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 Scott Gentile, Procurement Agent, in writing, via email (gentile@hcplonline.org) or fax 410-273-5606 by no later than 1:00 P.M. on February 16, 2024.

Bidders who elect to submit an electronic proposal need only submit one proposal in an Adobe PDF document.
THE BIDDER SHALL SUBMIT PROPOSAL TO:

Harford County Public Library
Administrative Office
1221-A Brass Mill Road
Belcamp, Maryland 21017

Attention: Scott Gentile, Procurement Agent
RFP No. L-24-03 Category 2 E-Rate Wireless Access Points
OR electronically to:
gentile@hcplonline.org

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 state and explain why provision cannot be accepted. Any supporting literature that the Bidder wants to include should be placed in an appendix. All materials, documents, and information generated are the property of Harford County Public Library.

NOTE: EACH BIDDER MUST SUBMIT AS PART OF THEIR PROPOSAL THE COMPLETED BID FORM, PROPOSAL AFFIDAVIT, ATTACHMENTS A & B (PAGES 11–14 & 16–20.) FAILURE TO SUBMIT THIS DOCUMENT WILL CAUSE THE PROPOSAL TO BE REJECTED.

D. Schedule

RFP L-24-03 Posted: January 16, 2024
Questions Due: February 2, 2024
Addendums Posted, if necessary: February 9, 2024
Proposals Due: February 16, 2024 1:00 PM local time
Award Made: No later than March 1, 2024

E. Outline of Scope of Work

We are seeking to utilize Cisco Meraki MR57 wireless access points due to their proven reliability and performance. These access points offer seamless integration and robust functionality, particularly in a mesh setup, which provides enhanced coverage and flexibility across our facilities.

Note: HCPL has historically preferred Cisco Meraki access points; however, we will consider equivalent or superior solutions from different manufacturers. Proposals suggesting an alternative manufacturer must include a comprehensive package covering 84 internal access points, 16 external access points, training, setup services, and any other necessary components to ensure an equivalent or better wireless network solution.

This endeavor aims to modernize network infrastructure, ensuring enhanced wireless access and reliability for both patrons and staff. Participation in the 2024/2025 funding year for E-rate eligible goods and services underscores our dedication to meeting the increasing demand for seamless connectivity in an evolving digital landscape.

Vendors are encouraged to submit comprehensive proposals that meet the technical requirements and specifications outlined in this RFP, with strict adherence to E-Rate eligible goods and services regulations for the specified funding year. The selected vendor will
collaborate closely with Harford County Public Library to deliver scalable, cost-effective E-Rate compliant wireless network solutions.

See Addendum 1 attached for full Scope of Work & Preferred Hardware.

**F. Evaluation and Selection Criteria**

**F.1 Evaluation Committee**

Harford County Public Library 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**

All proposals will be evaluated based on their technical and price merits. The weights and evaluation criteria for each are described under Sections F.3 & F.4.

A complete proposal is considered a submission wherein all information as requested by HCPL has been supplied, areas requiring a signature have been acknowledged and proposals have 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 may be disqualified.

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 Technical Proposal**

The technical 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 Participation in Maryland Education Enterprise Consortium (MEEC)**

20 points

A maximum of 20 points will be awarded to vendor’s involved or compliant with MEEC. Criterion will include adherence to regional contracting standards, with higher points awarded to stronger alignment for E-rate eligible goods and services.

**F.3.2 Understanding of the Project**

20 points

A complete response should cover all requirements, specifications, and requests outlined in the RFP. Points are deducted for missing or insufficiently addressed elements.

**F.3.3 Recent and Relevant Experience**

10 points

Consider any previous engagements or relationships with the vendor. Positive past experiences could indicate reliability, understanding of your needs, and a proven track record. Allocate points based on the strength and success of prior relationships.
F.3.4 **Technical Expertise** 10 points

Assess the vendor's technical expertise and experience in deploying similar E-rate compliant wireless network solutions. The criterion include vendor's track record, certifications, case studies, or client references from similar projects.

F.3.5 **Geographical Preference** 5 points

This criterion evaluates the vendor's geographical proximity to your organization. Local vendors offer advantages in terms of accessibility, support, and understanding of local regulations and conditions.

F.3.6 **Innovation and Additional Value** 5 points

Evaluate any innovative features, added value, or unique benefits offered by the vendor's proposal. This criterion encourages vendors to provide extra benefits or innovative solutions beyond the basic requirements.

F.4 **Price Proposal 30 points**

F.4.1 The committee will award the full 30 points available to the lowest price proposal for E-Rate eligible goods and services. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 30-point basis.

F.4.2 The rates proposed will be for the duration of the project following the date of award.

F.4.3 The Committee may enter cost and scope negotiations, only with the highest rated firm. If the Committee and firm cannot agree upon the scope and cost, the Committee will negotiate with the next highest rated firm. This process is continued until a fair and reasonably priced contract can be awarded.

**G. Information Required In Proposal Submission**

G.1 Each Bidder submitting printed copies shall submit one (1) original and five (5) copies of its proposal, with the original clearly marked. A brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with Bid Form, Affidavit from pages 12-14 of this document, Attachments A & B from pages 16-20 must accompany the proposal.

G.2 Each Bidder submitting printed copies shall submit one (1) original and five (5) copies of the proposal **separately sealed** in an envelope clearly marked with RFP number/title.

G.3 Bidders who elect to submit an electronic proposal need only submit one proposal in an Adobe PDF document.
H. Basis of Award

The firm with the highest combined technical and price rating 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 Bidders of record. Addenda will become part of the RFP and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. HCPL assumes no responsibility for oral instructions.

HCPL may request Bidders to make oral presentations of their qualifications, and to substantiate any portion of proposals submitted. The Procurement Agent will schedule such presentations if deemed necessary.

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

Bidders 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 Bidder accepts the terms and conditions set forth herein, unless stated otherwise.

HCPL may require Bidders to submit additional information regarding financial responsibility, technical expertise, other qualifications, and may consider any information otherwise available concerning those qualifications.

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

The Bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder 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.

The Bidder is required to perform all services in accordance with generally accepted standards of professional practice, and in accordance with all applicable Federal, State, and local laws.

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

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

- A cover letter providing a brief description of the firm or individual, name, address of consultant, telephone number, e-mail, and fax of principal contact person.

- An executive summary of the highlights of the proposal, which should not exceed one page in length, conveying the Bidder’s understanding of the purpose and expected outcomes of the project.

- A summary of the consultant’s qualifications and experience as well as up to five references. Experience in the administration of libraries is preferred. Successful firms and their subcontractors will have demonstrated expertise in library operations, technology and facilities. Evidence of successful experience in communication and planning is crucial to the selection.

- Exclusion or exceptions – Note any parts of the proposal that is beyond the expertise of the consultant or would be better handled by local library staff.

- Additional documentation – Consultants are welcome to provide additional documentation that will assist HCPL in the selection process.

NOTE: Harford County Public Library will not reimburse the costs of preparing the proposal.

J. Procurement of Additional Goods and 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 agree with coterminous expiration conditions.
BID FORM

The undersigned, duly authorized to bind the named firm, agrees, upon receipt of acceptance of this proposal within fourteen (14) 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 no contest 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 Procurement Agent 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): ___________________________
Addendum 1
Category 2 E-Rate Wireless Access Points
Scope of Work & Preferred Hardware

Preferred Specifications and Rationale:
The preference for Cisco Meraki MR57 wireless access points stems from our extensive experience with the manufacturer, product reliability, and the seamless integration capabilities into our existing wireless environment. These access points have proven to be robust, reliable, and have integrated smoothly into our network infrastructure, ensuring optimal performance and management.

Hardware Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aberdeen Library</td>
<td>Replace 6 units.</td>
</tr>
<tr>
<td>Bel Air Library</td>
<td>Replace 2 units, Add 2 new units.</td>
</tr>
<tr>
<td>Edgewood Library</td>
<td>Replace 4 units.</td>
</tr>
<tr>
<td>Fallston Library</td>
<td>Replace 3 units.</td>
</tr>
<tr>
<td>Havre de Grace Library</td>
<td>Replace 8 units.</td>
</tr>
<tr>
<td>Jarrettsville Library</td>
<td>Replace 3 units, Add 1 new unit.</td>
</tr>
<tr>
<td>Joppa Library</td>
<td>Replace 3 units.</td>
</tr>
<tr>
<td>Norrisville Library</td>
<td>Replace 2 units.</td>
</tr>
<tr>
<td>Whiteford Library</td>
<td>Replace 3 units.</td>
</tr>
<tr>
<td>Administrative Office</td>
<td>Replace 4 units, Add 2 new units.</td>
</tr>
</tbody>
</table>

Required Specifications:
- Ultra-high-performance Wi-Fi 6E or Newer
- Four or more 4:4 MU-MIMO 802.11ax, up to 7.8 Gbps tri-radio aggregate frame rate
- Dual 5 Gbps multigigabit Ethernet ports
- PoE: 802.3at and 802.3bt compliant
- 2.4 GHz, 5 GHz, and 6GHz radios, along with Air Marshal and IoT radio
- Full-time Wi-Fi location tracking
- Cloud Managed

Additional Conditions for Bidders Submitting Alternative Proposals

Equivalent Access Point Consideration:
Any proposal from bidder(s) with an alternative solution must include a comprehensive package which meets Hardware Locations & Required Specifications in this Addendum plus alternative non-Cisco Meraki specifications below.

Additional Non-Cisco Meraki manufacturer/solution required inclusions:
- 84 internal access points that meet the minimum requirements mentioned above.
- 16 external access points with equivalent or superior specifications to Cisco Meraki MR56.
- Functionality equivalent to that offered by Cisco Meraki.
- Inclusion on the Gartner Magic Quadrant.
- Comprehensive quotes covering hardware, service, and support for 1, 3, and 5 years.
- Costs related to installation, configuration, training, and other relevant expenses.
## CATEGORY 2 E-RATE ELIGIBLE WIRELESS ACCESS POINTS

<table>
<thead>
<tr>
<th>Ref</th>
<th>Location</th>
<th>Model/ Description or Equivalent</th>
<th>Quan</th>
<th>Replace/ New</th>
<th>Unit Cost</th>
<th>Extended Costs</th>
<th>E-Rate Eligible Costs</th>
<th>E-Rate Ineligible Costs</th>
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### Additional Costs

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</table>
ATTACHMENT B
L-24-03

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.

1. **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 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.

2. **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, 2024
   
   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

3. 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.

4. 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 2024 funding year (July 1, 2024). 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.

5. 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

6. **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).

7. **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.

8. **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.

9. 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), herby 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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
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</tr>
<tr>
<td>Service Provider Name</td>
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