

RFP 2022-03

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**BALTIMORE COUNTY PUBLIC LIBRARY**  
PURCHASING DEPARTMENT, FISCAL SERVICES  
320 YORK RD  
TOWSON MD 21204-5179



**BALTIMORE COUNTY  
PUBLIC LIBRARY**

REQUEST FOR PROPOSAL  
INTERNET SERVICE PROVIDER  
E-Rate Funding Year 2022-2023

RFP 2022-03

Issue Date: **January 4, 2022**  
Due Date: **February 18, 2022**

Contact Information:  
Dave Otto, Purchasing Agent  
Phone: 410.887.6155  
Email: [tdotto@bcpl.net](mailto:tdotto@bcpl.net)

**BIDDER CHECK LIST**

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original and required duplicate copies?
- Have you signed the Acknowledgement of Sample Contract and Addendum(s) page 20?

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## General Instructions for Proposals

### 1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Library. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the PROPOSAL NAME AND NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Invitations to Bid and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Department.

1.3 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Department. The Library assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this proposal must be directed to, and will be issued by, the Purchasing Department.

1.4 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Department in writing at once, but in no case later than five (5) business days prior to the scheduled closing of bids. Exceptions stated do not obligate the Library to change the specifications. The Purchasing Department will notify all with changes on the website, of any substantive revisions to the specifications or instructions.

1.5 Unless a written exception detailing nonconformance to specifications is noted on the bid, any part number, product number, catalog number, etc. noted on the bid will be considered in full compliance with the specifications.

1.6 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the Vendor.

1.7 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including the follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.8 Issuing Officer: The sole point of contact for the Library for purposes of this proposal is the Purchasing Department, listed in the General Conditions of the Proposal; questions regarding any aspect of the competitive process must be directed to the Purchasing Department, in writing.

### 2. Award of Solicitations

2.1 It is the intent of the Library to make an award to the lowest responsive and responsible bidder whose proposal best meets the needs of the Library provided the bid has been submitted in accordance with requirements of the Proposal, and is judged to be reasonable.

2.2 Awards on Requests for Proposals and Invitations to Bid will be made within one hundred and eighty (180) days after bid closing unless otherwise indicated in the solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 Where there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be

considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated without a discount offer. However, should that bidder obtain award by consideration of the gross price, the Library shall make every effort to obtain the discount. The Library will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted to the Purchasing Agent; Baltimore County Public Library; 320 York Rd; Towson MD 21204-5179. Unless specified otherwise invoices must show vendor's Federal Tax Identification Number or Social Security Number, as appropriate.

2.7 The Library will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The Library reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

### 3. Reservations

3.1 The Library reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the interest of the Library.

3.2 The Library may waive formalities in bids as the interests of the Library may require.

3.3 The Library reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The Library reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the interest of the Library.

3.5 The Library may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specification's intent, materially affect the operation for which the items or services being purchased, nor increase estimated maintenance and repair costs to the Library.

3.6 At any time during normal business hours and as often as the Library may deem necessary, the Vendor shall make available all records, information and documentation related to the subject matter of this contract for inspection and/or photocopy. This includes but is not limited to, all contracts, invoices, payroll, and financial audits by the Library, its employees or agents,

3.7 Notwithstanding any other terms or provisions of the contract, in the event the Library is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the Library (and its members and agents), the Library shall not be liable directly or indirectly for any claims caused to or suffered by the Vendor or any person in connection with or as a result of such prevention, restriction or delay.

3.8 The Library further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, Bidders shall furnish all such information for this purpose as the Library may request. The Library also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly or in a manner acceptable to the Library, all of which shall be the Library's sole discretion.

## General Instructions for Proposals

### 4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in the specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

### 5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose, unless otherwise indicated in the specifications.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which price to offer. Submission by a bidder of prices for more than one unit per line item shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature or samples as may be called for by the specifications or proposal.

5.5 If products to be provided to the Library contain any substances that could be hazardous or injurious to a person's health, a materials safety data sheet (MSDS) must be provided to the Purchasing Department. This applies also to any product used by a Vendor when providing a service to the Library.

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

5.7 Unless multiple or alternate bids are requested in the proposal, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

### 6. Terminations

6.1 Termination for Convenience: The Library may terminate a contract, in whole or in part without cause, by providing written notice thereof to the Vendor. In the event of termination, without cause, the Library shall advise the Vendor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Vendor shall be paid for all reasonable costs incurred by the Vendor up to the date of termination set forth in the written notice of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments are to be provided on a lump sum basis shall be prorated by the Library based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

#### 6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the Library shall have the right upon the happening of any default, without providing notice to the Vendor: 1) to terminate a contract immediately, in whole or in part; 2) to suspend the Vendor's authority to receive any undisbursed funds; and/or 3) to proceed at any time or from time to time to protect and enforce all rights and remedies available to the Library, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief. The Library may also proceed to take any action authorized or permitted under applicable laws or regulations.

6.2.2 Upon termination of this contract for default, the Library may elect to pay the Vendor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default,

all as determined by the Library and at its sole discretion. If the damages exceed the undisbursed sums available for compensation, the Library shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the Library shall have the right to terminate the contract without prior notice and without any obligation or penalty.

### 7. Hold Harmless - Indemnification

7.1 The Vendor shall defend, indemnify and hold harmless the Library, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the Library, its employees, agents or officials resulting from any act or omission committed in the performance of duties imposed by and performed under the terms of the contract. The Vendor shall not be responsible for acts of gross negligence or willful misconduct committed by the Library.

7.2 The Vendor shall also defend, indemnify and hold harmless the Library, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the Library, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, propriety information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the Library to the contrary, the Vendor shall provide defense for the Library, its employees, agents and officials in accordance with this Article and in doing so the Vendor shall allow the Library to participate in said defense of the Library, its employees, agents and officials, to the extent and as may be required by the Library. The Vendor shall cooperate with the Library in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the Library for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the Library.

### 8. Minority Business Enterprise (MBE) and Small Business Notice:

Although there is no requirement that the Vendor be an MBE, a Woman-Owned Enterprise (WBE), or a Small Business, M/WBE's and small businesses are encouraged to respond to this solicitation. Further specifications can be found at [http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/minoritybusiness/#Compliance\\_and\\_Monitoring](http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/minoritybusiness/#Compliance_and_Monitoring).

### 9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency/department or other objective sources.

9.2 Bidders desiring to appeal a decision of the Library must deliver written protests to the Purchasing Agent within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision; examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

10. **HIPAA:** The Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the Library.

## General Instructions for Proposals

### 11. Terms of Contract

11.1 Any contract awarded pursuant to this solicitation shall be by and between the successful offeror and the Library, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this proposal evidences the Vendor's acceptance of the terms and conditions herein.

11.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws of Maryland and Baltimore County.

**12. Severability:** If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

**13. Counterparts:** The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

**14. Survival:** The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

**15. No Waiver, Etc.:** No failure or delay by the Library to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the Library from exercising any such right, power, or remedy at any later time or times.

**16. Requests for Proposals:** In addition to aforementioned instructions, the following apply to Requests for Proposals.

16.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the Library. Proposals may not be withdrawn during this period.

16.2 Modifications: The Library may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any Library-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the Library, unless made in writing by its representative.

16.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the Library. The Vendor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award or any of its rights, title, or interest therein, without the prior written consent of the Library, which shall not be unreasonably withheld.

### 16.4 Additional Reservations for RFPs and Bids

16.4.1 This RFP/Bid creates no obligation on the part of the Library to compensate offerors for proposal preparation expenses. The Library reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

16.4.2 The Library reserves the right to waive minor irregularities, to negotiate in a manner necessary to best serve the interest of the Library, and to make a whole award, multiple awards, a partial award, or no award. The Library reserves the right to cancel this bid, in whole or in part at any time.

16.4.3 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and offerors may be required to justify why such material should not, upon request, be disclosed by the Library under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The Library may disclose such information if required by law, court order or subpoena.

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Summary Bid Information

**1. BACKGROUND INFORMATION & OBJECTIVE**

- 1.1. The Baltimore County Public Library (BCPL) consists of 19 branches and one Administrative Office. The Board of Library Trustees is comprised of seven members appointed by the County Executive. The address and locations of the 19 branches and Administrative Office are listed in Scope of Work Section 2, page 8.
- 1.2. For the purpose and clarity of this document only, "BCPL" will mean Baltimore County Public Library.
- 1.3. BCPL Administrative Offices are located at 320 York Road, Towson, MD 21204. The Library is a quasi-independent agency of Baltimore County.
- 1.4. It is the intent of BCPL to enter into an Agreement with one (1) qualified Internet Service Provider USAC E-rate qualified to provide Internet services for Baltimore County Public Library staff and onsite customers. BCPL will consider proposals for a term of 1 year, 3 years and/ or 5 years. BCPL is requesting bids for both Internet Access and Point to Point WAN Connections.
- 1.5. E-rate is defined as the Schools and Libraries Program of the Universal Service Fund, under the direction of the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).
- 1.6. The E-rate form 470 for which BCPL will be applying will be for Fiscal Year 2022-2023.
- 1.7. The specifications, terms, and exhibits of this RFP will become Exhibit A of the contract to be awarded as a result of this bid. Terms and Conditions as described in the BCPL Contract will apply. A Sample of the Standard BCPL Contract can be found on our website at <http://www.bcpl.info/about-us/bid-opportunities> and acknowledgement of this contract is a requirement for complete bid submission (See Page 16.)

**2. CONTACT INFORMATION**

- 2.1. Proposals, questions and inquiries should be directed in writing to:  
Dave Otto  
Purchasing Agent  
Baltimore County Public Library  
320 York Rd.  
Towson, MD 21204  
[tdotto@bcpl.net](mailto:tdotto@bcpl.net)

**3. SCHEDULE**

- 3.1. RFP Issued January 4, 2022
- Deadline to Submit Questions January 14, 2022, 3:00 PM (EST)
- Addendums Posted (if necessary) January 19, 2022
- Deadline for Proposal Submission February 18, 2022, 3:00 PM (EST)
- Estimated Date of Contract Award March 16, 2022

- 3.2. No pre-bid conference will be held in regard of this RFP.

## Summary Bid Information

- 3.3. The deadline to submit any questions regarding this RFP or the work to be performed must be submitted in email to the Purchasing Agent indicated in Section 2.1 by January 14, 2022, 3:00 PM (EST). Any questions received after this time will be deleted. Purchasing Agent will acknowledge that emails concerning questions have been received. Answers to any questions will be made as an Addendum and posted on the BCPL Bid Opportunities website by the end of day January 19, 2022.
- 3.4. Should an Addendum be created, it will become a portion of this RFP and the bidder will be required to acknowledge that it has been read.
- 3.5. All proposals are to be received by a representative of BCPL at the Towson location by February 18, 2022, 3:00 PM (EST). All proposals will be marked by the time and date received. Proposals that arrive after the 3:00 PM deadline will not be accepted.

### **4. SUBMISSION OF BID**

- 4.1. In order to be considered one (1) signed original and four (4) photocopies must be submitted to the Purchasing Agent. Bidders should allow sufficient time for their proposal to be received. The proposals will be date stamped by a representative of BCPL as they are delivered. Any bid received after the date and time indicated in Section 3.5 will be disqualified. There will be no formal proposal opening.
- 4.2. A complete bid is considered a submission in which all information as requested by BCPL has been supplied and all areas requiring a signature have been acknowledged. The cost of preparing proposals is the responsibility of the bidder. The Library will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide all requirements will result in the disqualification of the proposal.
- 4.3. Oral bids, either phone or in person, faxed bids, or email submissions are invalid and will not be considered.
- 4.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders and unnecessarily elaborate brochures, or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 4.5. Proposals must be submitted using the label provided in this bid package. Copies of the label must be used for multiple packages.

### **5. TERMS OF CONTRACT**

- 5.1. The Purchasing Agent will submit the contract to the chosen firm within 15 days of their having won the award.

### **6. AWARD**

Summary Bid Information

- 6.1. Award will be made using a weighted scoring system based on the following:
- Qualifications, Experience, and Background of Firm: Size and location of the firm; experience, training, and education of the staff that will be assigned to BCPL for Internet Services.
  - Client History: Client list and history with references to contact from accounts worked within the past five (5) years as well as an explanation of how these clients may be similar in scope to BCPL.
  - Proposed Work Plan/ Compatibility with Current Infrastructure: The methods used and how Internet Services will be provided to BCPL as well as compatibility with current Infrastructure.
  - E-rate Eligible Costs for the Services
  - Selected vendors may be invited to make oral presentations, without cost to BCPL, to the staff members conducting the evaluation and scoring. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions to discuss/clarify any and all aspects of the proposal.
  - Additional approval from the Board of Library Trustees may be necessary.

Criteria for Selection	Points
Qualifications, Experience, Background of Firm	20
Client History	20
Proposed Work Plan/ Compatibility with Current Infrastructure	20
E-rate Eligible Costs for the Services	40
Maximum Total for all Criteria	100

6.2 The proposals will be scored by members of staff that may include the Digital Equity and Virtual Services Manager, Fiscal Services Manager, Library Director, other managerial staff, and members of Baltimore County Public Library Board of Library Trustees.

**7. PRICING**

- 7.1. The total all-inclusive maximum price to be bid for the term of services is to contain all direct and indirect costs including all out-of-pocket expenses
- 7.2. Proposals may include projected fees for a term of 1 year, 3 years and/ or 5 years.

**8. INVOICING AND TERMS OF PAYMENT**

8.1. Invoices must be legibly prepared showing the full description and price of work performed. Invoices must be submitted to Purchasing, Baltimore County Public Library, 320 York Rd, Towson MD 21204.

**8.2. UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for



### Summary Bid Information

and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- **USF Knowledge**  
Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).
- **USF Registration**  
Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).
- **USF Participation**  
Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the BCPL, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the BCPL receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.
- **Lowest Corresponding Price**  
The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the BCPL more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”
  1. The BCPL is not obligated to ask for the LCP; it must receive it.
  2. If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
  3. Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
  4. There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
  5. Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the BCPL or that none of its contracts cover goods or services identical to those sought by the BCPL.
  6. The FCC will permit Vendor to charge the BCPL more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the BCPL than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- **USF Documentation**  
Vendor shall provide to BCPL staff and/or the BCPL’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the BCPL may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- **Invoicing Procedures**

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### Summary Bid Information

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the BCPL for E-rate eligible equipment and/or services:

1. Date of invoice
  2. Date(s) of service
  3. Funding Request Number ("FRN")
  4. Vendor's signature on invoice attesting to the accuracy and completeness of all charges
  5. Detailed description of services performed and materials supplied that matches BCPL's contract specifications, Form 470 and Form 471 descriptions of same
  6. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the BCPL (non-discounted amount of eligible charges)
  7. Invoice on Vendor's letterhead or on a Vendor-generated form
  8. BCPL's Billed Entity Number
  9. BCPL's Federal Communications Commission Registration Number
  10. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
- USF Discounted Invoicing and Reimbursement Processes  
Vendor shall, at the BCPL's request, either (a) invoice the BCPL only for the non-discounted amounts due on E- rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) invoice the BCPL in full for eligible products and services [Reimbursement or "BEAR" Process].

- Discounted Invoice Process

1. Invoicing  
Within fourteen (14) days from the date that Vendor delivers to the BCPL, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the BCPL, Vendor must invoice the BCPL for its share of the pre- discount cost of those materials or services.
2. Timely Filing  
Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that BCPL will NOT be liable to Vendor and Vendor shall have no recourse against the BCPL for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
3. Invoice Rejection  
Vendor understands and agrees that BCPL shall not be liable to Vendor and Vendor shall have no recourse against the BCPL for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the BCPL is at fault, the BCPL shall not be liable to Vendor and Vendor shall have no recourse against the BCPL for the amount at issue until both the BCPL and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
4. BCPL Approval  
Vendor shall submit to the BCPL for its review and approval before submitting it to USAC for payment, a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the BCPL. The BCPL shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing

### Summary Bid Information

invoices with USAC, it understands that it must submit invoices to the BCPL sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the BCPL has had a reasonable opportunity to review and approve them.

- Reimbursement Process  
Service Provider Annual Certification  
Vendor understands that the BCPL's ability to file a FCC Form 472 to start the BEAR process is dependent upon the Vendor filing a FCC Form 473, Service Provider Annual Certification form for the relevant funding year. Moreover, Vendor understands and agrees that its failure to file the Form 473 in a timely manner will adversely affect the BCPL's operations and may prohibit the BCPL from being able to receive reimbursement monies that it is entitled to receive. If the BCPL is unable to receive reimbursement money due to the lack of a Form 473 from the Vendor, the Vendor will be liable to the BCPL for any monies that the BCPL was unable to collect from the USF program due to the Vendors lack of a Form 473.
- Delayed USF Funding Commitment  
Vendor understands that, due to circumstances beyond the BCPL's control, the BCPL may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
  1. Retroactive Invoicing  
When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the BCPL is owed retroactive to July 1st of the funding year or to whenever approved service to the BCPL began, whichever date is later.
- USF Audit and Document Retention Requirement  
Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the BCPL. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the BCPL. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the BCPL the same right to inspect and audit those records as set forth herein.  
In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:
  1. Separating ineligible project management and other professional services costs, if any, from other charges
  2. Where labor is involved, maintaining detailed, signed individual timesheets
  3. Ensuring that ineligible charges are not submitted to USAC
  4. Invoicing to USAC that is consistent with the contract and the BCPL's 470 and 471
  5. Ensuring that services or products are not provided to the BCPL without BCPL's express written permission or official purchase authorization
  6. Ensuring that BCPL-approved substitute services or products are prominently noted on invoices submitted to USAC and the BCPL
  7. Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year
  8. Supporting documentation sufficient to evidence that what was approved per the

### Summary Bid Information

- FCDL and provided to the BCPL, was actually provided to the BCPL and when
9. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
  10. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
  11. Documenting that E-rate funded services were provided within the allowable contract period and program year
  12. Charging proper FRN(s)
  13. Ensuring that invoices and USAC forms are submitted to the BCPL in a timely manner
  14. Ensuring that USAC forms are filled out completely, accurately and on time
  15. Maintaining fixed asset list of E-rate-supported equipment provided to the BCPL with detailed information for each item (model number, serial number, product description) and made available to the BCPL in electronic format

- **Contract Term Modification**

The BCPL will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

8.3. Baltimore County Public Library reserves the right to withhold payment for any service which is questionable and/or has not been properly documented.

### **9. INSURANCE AND BONDING**

9.1. The Contractor shall be required to execute a certificate of insurance form and proof of bonding for theft within fifteen (15) calendar days of notice to award being given. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.

### **10. REFERENCES**

10.1. Contractor must provide a minimum of three (3) client references who can attest to the contractor’s ability to provide the services and skills requested. References should be current (having taken place within the past five [5] years,) and the name of each references firm, contact person, and telephone number and email is required.

10.2. Should your proposal be selected a current W-9 will be requested.

### **11. TERMINATION**

11.1 BCPL reserves the right for Termination for Convenience and for Default as stated in Section I, Part 6.

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Scope of Work

1. **GENERAL SCOPE OF WORK**

- The following is a brief description of the existing infrastructure for which ISP services are required under this RFP. No other information is available.
- The network infrastructure consists of 19 library branch firewalls, 24 public switches, 52 staff switches and 1 Layer 3 switch at the Towson location. Locations are listed below.
- Current bandwidth per site is 100 Mbps up and down.
- All Library branch connections are on the Baltimore County Government’s WAN fiber optic network backbone (except the Sollers Point location with plans to convert to fiber optic in the future).
- All connectivity is single mode fiber. Each location has dedicated fiber going to 2 different locations.
- Fiber lines to each branch are charged as an E-rate eligible service recurring circuit cost.
- No new switch or Wi-Fi point installations are scheduled for FY22, as all switches were replaced in FY21 except for the Layer 3 switch in Towson. There is currently a 7 year refresh schedule for this equipment. The Layer 3 switch in Towson will be replaced in FY24.
- All Wi-Fi access points have been replaced over the past two years and will be due to refresh in FY26 unless technology changes require a timelier replacement.
- 2 MARs – AirLink MP701 LTE Advanced Vehicle Router – Sierra Wireless (Connects to public internet)

2. **LOCATIONS**

Arbutus Branch Library  
855 Sulphur Spring Road  
Arbutus, MD 21227

Catonsville Branch Library  
1100 Frederick Road  
Catonsville, Maryland 21228

Cockeysville Branch Library  
9833 Greenside Drive  
Cockeysville, Maryland 21030

Essex Branch Library  
1110 Eastern Boulevard  
Essex, Maryland 21221

Hereford Branch Library  
16940 York Road  
Hereford, Maryland 21111

Lansdowne Branch Library  
500 Third Avenue  
Lansdowne, Maryland 21227

Loch Raven Branch Library  
1046 Taylor Avenue  
Towson, Maryland 21286

North Point Branch Library  
1716 Merritt Boulevard  
Dundalk, Maryland 21222

Owings Mills Branch Library  
10302 Grand Central Avenue  
Owings Mills, Maryland 21117

Parkville Branch Library  
9509 Harford Road  
Parkville, Maryland 21234

Scope of Work

Perry Hall Branch Library  
9685 Honeygo Boulevard  
Perry Hall, MD 21128

Pikesville Branch Library  
1301 Reisterstown Road  
Pikesville, MD 21208

Randallstown Branch Library  
8604 Liberty Road  
Randallstown, MD 21133

Reisterstown Branch Library  
21 Cockeys Mill Road  
Reisterstown, MD 21136

Rosedale Branch Library  
6105 Kenwood Avenue  
Rosedale, MD 21237

Sollers Point Branch Library  
323 Sollers Point Road  
Dundalk, MD 21222

Administrative Offices  
320 York Road  
Towson, MD 21204

Towson Branch Library  
320 York Road  
Towson, MD 21204

White Marsh  
8133 Sandpiper Circle  
Baltimore, MD 21236

Woodlawn Branch Library  
1811 Woodlawn Drive  
Woodlawn, MD 21207

**3. INTERNET SERVICE PROVIDER QUALIFICATIONS, CAPABILITIES AND SPECIFICATIONS**

2.1 Service Provider Qualifications – To be considered for the award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, in submitting a proposal, the service provider must furnish documentation of the following:

- Must be a licensed telecommunications carrier and have filed a Federal Communications Commission (FCC) Form 499A declaring the company to be a telecommunications provider.
- Must have experience as an Internet Service Provider for urban, rural, and suburban customers, and government and quasi government organizations, possess a working knowledge of federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”), and agree to participate in the E-rate Program and to cooperate fully and in all respects with the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that Baltimore County Public Library receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.
- Must be registered as a service provider with the Schools and Libraries Division (SLD), and have a current Service Provider Annual Certification Form (SPAC) on file with the SLD, and comply with all SLD service provider requirements. See <https://www.usac.org>

### Scope of Work

- Must provide a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).
- Must be in good standing with the Federal Communications Commission (FCC) and the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD).
- Must be registered with the Maryland Public Service Commission.
- Must have highly qualified network engineers and technicians on staff, within a 100-mile radius, who can diagnose problems quickly and recommend solutions. These engineers should also be available to design specific network solutions for special projects at the request of Baltimore County Public Library (BCPL) personnel.
- Support Staff: Identify the makeup of the technical staff who will be assigned to BCPL, citing their experience/certification with the proposed service.
- Loss of Communication: Explain your response plan for loss of communication including fiber cuts, natural disasters, equipment failures, etc. Give examples of average response times based on past experiences.
- Vendor shall provide to BCPL staff and/or the BCPL's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the BCPL may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

#### **4. ONCE AN AWARD IS MADE**

- 4.1. Once the bid is awarded all questions regarding work should be directed to Liz Sundermann, Digital Equity and Virtual Services Manager, at 410.877.7594 or [lsundermann@bcpl.net](mailto:lsundermann@bcpl.net)
- 4.2. The awarded firm shall conform to all Federal, State, and Local Laws as well as those in place by the Baltimore County Public Library Board of Trustees.

RFP 2022-03

Bid Reply Label

*CUT OUT AND  
SECURE TO THE  
OUTSIDE  
OF YOUR RESPONSE  
ENVELOPE.*

REQUEST FOR PROPOSAL

Date: February 18, 2022, 3:00 PM (EST)

RFP 2022-03

Title: Internet Service Provider  
E-Rate Funding Year 2022-2023

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TO: Baltimore County Public Library  
Purchasing Department  
320 York Rd  
Towson, MD 21204



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Technical Proposal

**1. COVER SHEET**

To be submitted with both the Technical and Financial Proposal of your firm

Firm/Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Title \_\_\_\_\_

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Technical Proposal

**2. FORM OF PROPOSAL**

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL PROPOSAL OFFEROR OR BY AUTHORIZED OFFICIAL IN THE FIRM ACKNOWLEDGING AND ACCEPTING ALL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL.

The undersigned, as Bidder declares that the only persons, company or parties interested in the Proposal as principals are named fully; that this Proposal is made without any connection directly or indirectly, with any other bidder for the same work; that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the Board of Library Trustees for Baltimore County, is or will be interested, directly or indirectly, in the performance of the Contract or the supplies relating to it or in any portion of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Contract Form, Specifications, therein referred to; that he has satisfied himself by personal examination of the site of the proposed work, and by such other means as he may have chosen as to the conditions and requirements of the Proposed work, and by such other means as he may have chosen, as to the conditions and requirements of the work; and that he proposes and agrees to that if this Proposal be accepted, he will Contract to furnish all materials and to perform all the work required in the manner prescribed in the annexed Contract, Specifications, and comply with all the stipulations therein contained; that he will complete the work hereunder within the time stipulated after being notified to proceed. The prices indicated in this Proposal cover all expenses including taxes, fees, etc., incurred in performing the work required under the Contract Documents of which the Proposal is a part.

Bid shall be valid for one hundred eighty (180) days.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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Technical Proposal

**3. PROCUREMENT AFFIDAVIT**

**3.1 AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] \_\_\_\_\_ and I am duly authorized to represent and bind [business] \_\_\_\_\_ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**3.2 AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, 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]:

**3.3 AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

3.3.1 Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

3.3.2 Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

3.3.3 Been convicted of any criminal violation of a state or federal antitrust statute;

3.3.4 Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

3.3.5 Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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## Technical Proposal

3.3.6 Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in the above subsections;

4.3.7 Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

3.3.8 Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations 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 the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

### **3.4 AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, 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 proceeding, 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]:

### **3.5 AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

3.5.1 The 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

3.5.2 The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

### **3.6 SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

Technical Proposal

**3.7 AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

3.7.1 Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, nor any of its employees, have in any way:

3.7.2 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;

3.7.3 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 offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

3.7.4 Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

**3.8 POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

**3.9 CERTIFICATION OF REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

3.9.1 The Business is a (*Insert State Name*) (*example: Maryland, Ohio, Iowa*) (Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor) (\_\_\_\_\_), that is registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it is in good standing in the State of Maryland, and that it 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

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If none, so state

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3.9.2 Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, 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.

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Technical Proposal

**3.10 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 other consideration contingent on the making of the Contract.

**3.11 NON-DISCRIMINATION IN EMPLOYMENT STATEMENT**

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

3.11.1 The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test. Such action shall include, but not be limited to the following employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

3.11.2 The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or made available the results of a genetic test.

3.11.3 The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.11.4 The Business shall furnish, if requested by the Library, a compliance report concerning our employment practices and policies in order for the Library to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

3.11.5 In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in

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**Technical Proposal**

part, and the Business may be declared ineligible for further Library work.

3.11.6 The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

**3.12 ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Library and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County Public Library, Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) 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, AFTER DILIGENT INQUIRY.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Technical Proposal

Notary Seal

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Technical Proposal

**4. Acknowledgement of Sample Contract and Addendum(s)**

4.1 Bidder acknowledges receipt of the Sample Contract and the following Addendum(s):

Sample Contract \_\_\_\_ Bidder's Initials \_\_\_\_

Addendum No. \_\_\_\_\_ Bidder's Initials \_\_\_\_

Addendum No. \_\_\_\_\_ Bidder's Initials \_\_\_\_

Addendum No. \_\_\_\_\_ Bidder's Initials \_\_\_\_

4.2 A sample of the Contract Agreement to be issued to the winning bidder of this RFP is posted on the BCPL website at: <http://www.bcpl.info/about-us/bid-opportunities>.

Print a copy of the Contract Agreement and include it with this page acknowledging you have reviewed the document.

Financial Proposal

**1. BID**

**SCHEDULE OF FEES AND EXPENSES  
FOR INTERNET SERVICE PROVIDER**