

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT  
RFP TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance  
BID NUMBER: 512-004  
BID OPENING DATE: September 2, 2011

**MONTGOMERY COLLEGE PROCUREMENT OFFICE**

Dated: August 29, 2011

**ADDENDUM #2**

**PURPOSE TO ADDENDUM:**

To provide the attached additional questions and answers.

\*\*\*\*\*ALL ELSE REMAINS UNCHANGED\*\*\*\*\*

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PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID RESPONSE. **NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

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

\_\_\_\_\_  
Typed Authorized Name

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
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<b>Questions and Answers (Questions 1-13 issued in addendum 1)</b>
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**Q14. Does a licensed telecommunications contractor in the state of Maryland meet requirement listed in section 3.6.E?**

A: Yes

**Q15: What is the desired term for the Maintenance line item listed on the revised price proposal?**

A: No more than five years.

**Q16: When should audited financial statements be submitted?**

A: Audited financial statements will only be required of the highest ranked firm. Financial statements should not be submitted with initial proposals.

**Q17: At what specific buildings will fiber be terminated?**

A:

Building:	Location:
Germantown	SA133
TP/SS	East-SSC 021 and West-CF 178
Rockville	CS108
Office of Information Technology	Room 205MDF
Gaithersburg	Room 410 (hub room)
Wheaton	Room 305 MDF
40 West Gude	Room 220 MDF
Mannake	Room 205 MDF

**Q18. Are campus maps available?**

A: Yes (see attached)

**Q19. What are the requirements associated with the Performance bond?**

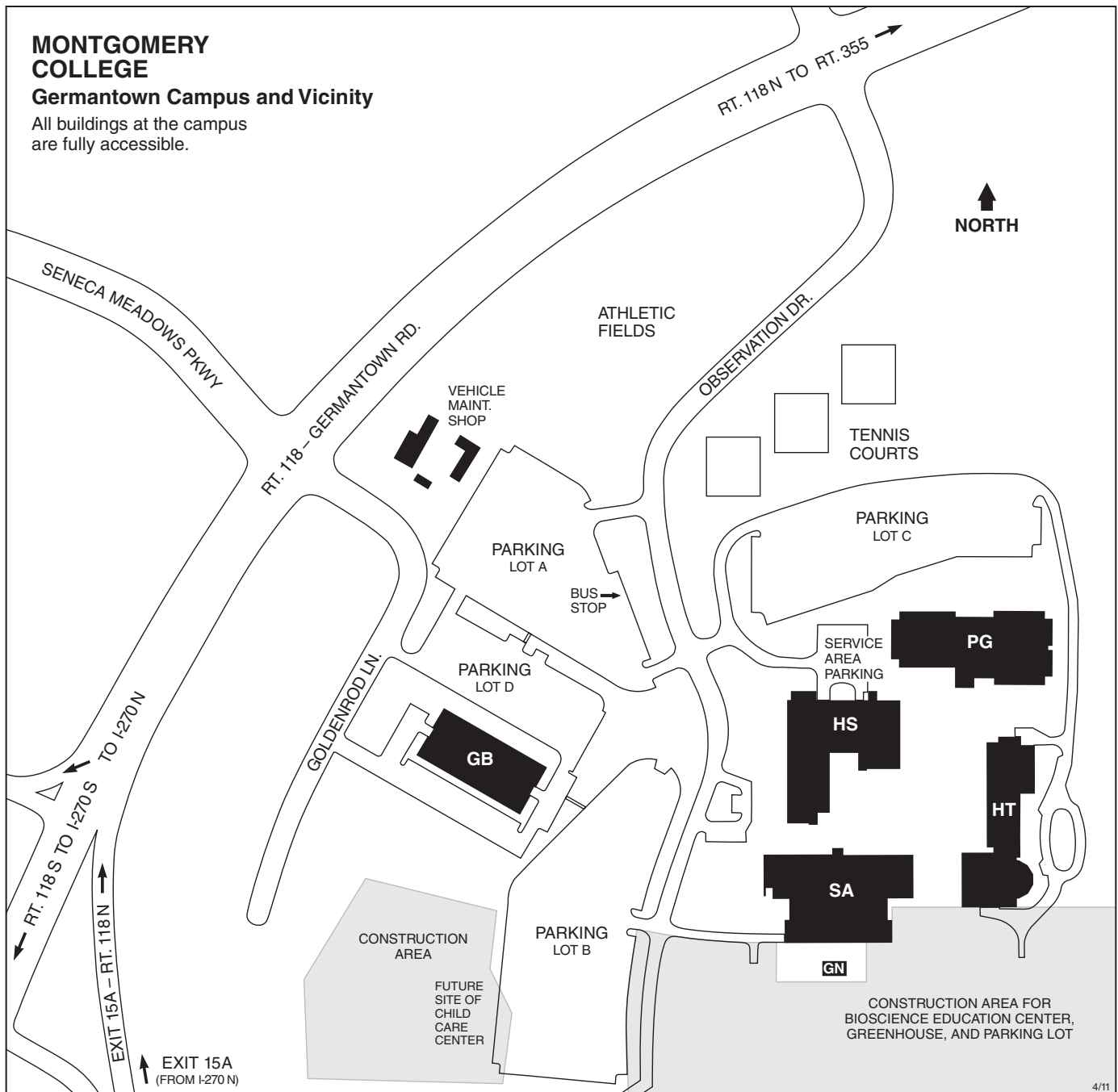
A: See Montgomery College's attached standard performance bond form.

**Q20. Does the fiber project have a wage determination (prevailing wage) that needs to be complied with?**

A: No

# MONTGOMERY COLLEGE

## Germantown Campus Map



### Montgomery College Germantown Campus

20200 Observation Drive  
 Germantown, MD 20876  
 240-567-7700

[www.montgomerycollege.edu](http://www.montgomerycollege.edu)

For updates to campus maps, visit  
[www.montgomerycollege.edu/maps](http://www.montgomerycollege.edu/maps).

### Germantown Campus Legend of Buildings

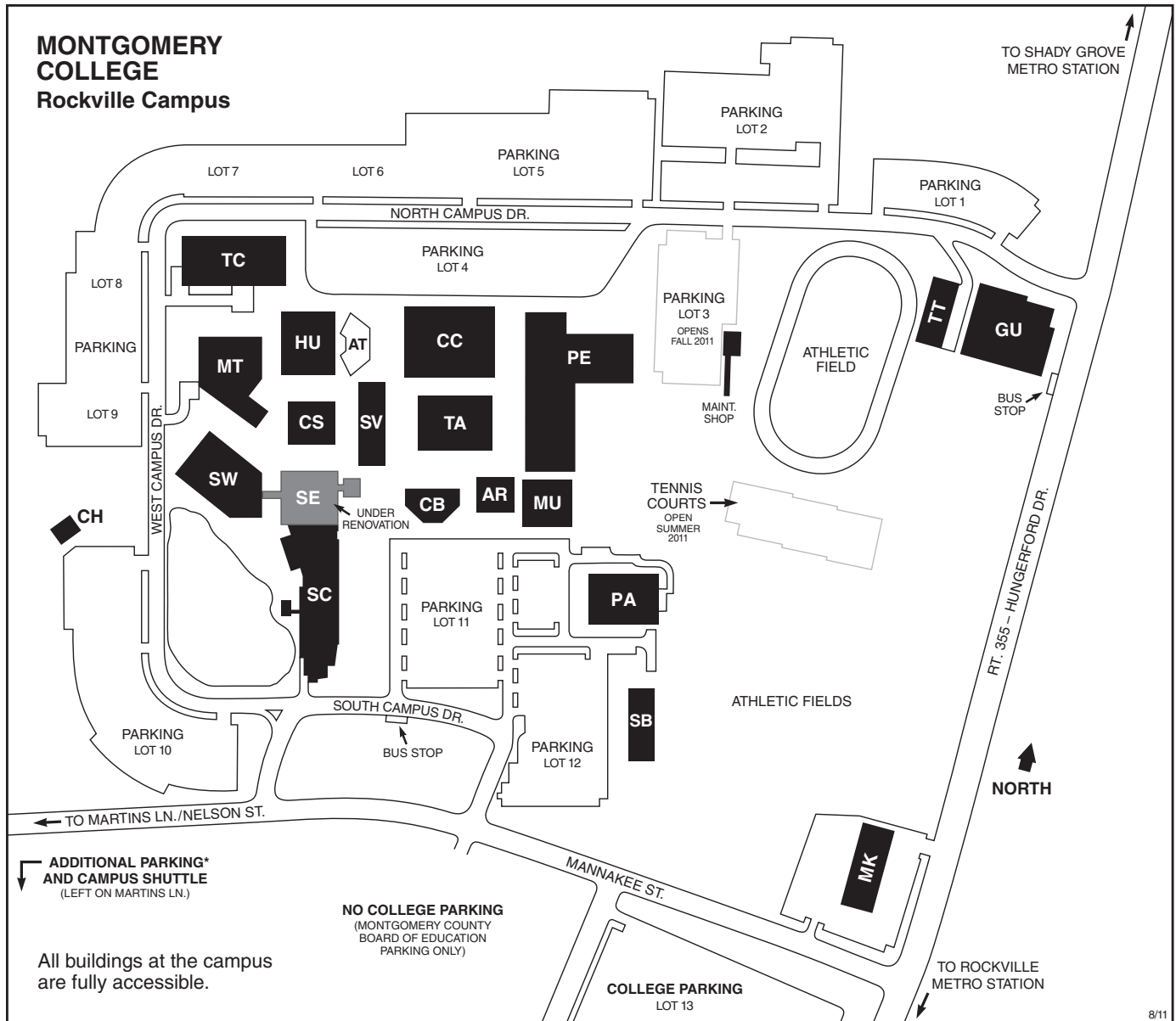
(as of April 2011)

- GB Goldenrod Building
- GN Greenhouse
- HS Humanities and Social Sciences Building

- HT High Technology and Science Center
- PG Physical Education Building
- SA Sciences and Applied Studies Building (Security Office and Admissions Office)

# MONTGOMERY COLLEGE

## Rockville Campus Map



### Montgomery College Rockville Campus

51 Mannakee Street  
Rockville, MD 20850  
240-567-5000  
TTY 301-294-9672

[www.montgomerycollege.edu](http://www.montgomerycollege.edu)  
For updates to campus maps, visit  
[www.montgomerycollege.edu/maps](http://www.montgomerycollege.edu/maps).

### Rockville Campus Legend of Buildings

(as of August 2011)

AR Paul Peck Art Building  
AT Amphitheatre

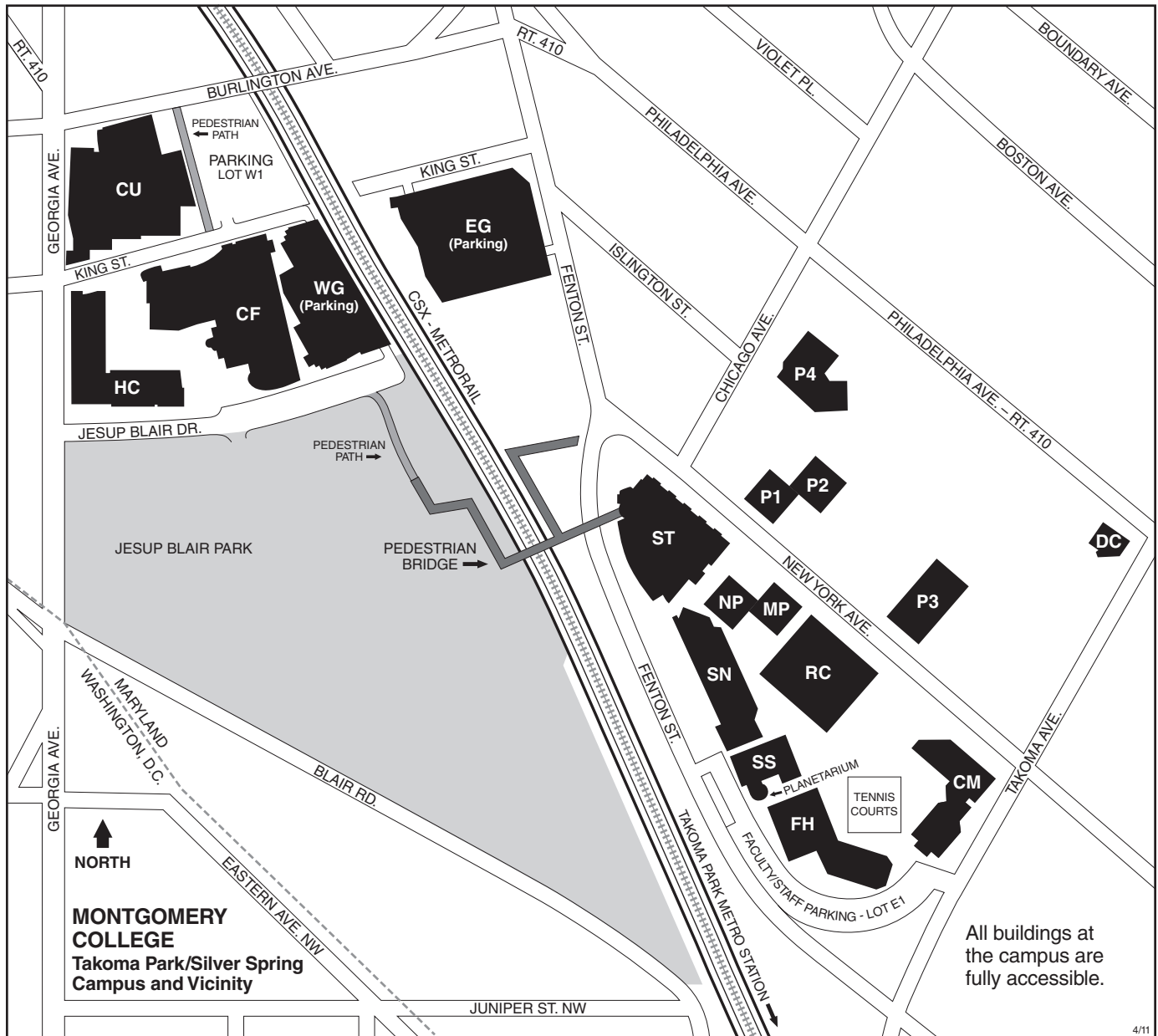
CB Counseling and Advising Building (Security Office)  
CC Campus Center (Workforce Development & Continuing Education)  
CH Child Care Center  
CS Computer Science Building  
GU Homer S. Gudelsky Institute for Technical Education  
HU Humanities Building  
MK Mannakee Building (Central Administration)  
MT Gordon and Marilyn Macklin Tower  
MU Music Building

PA Robert E. Parilla Performing Arts Center  
PE Physical Education Center  
SB South Campus Instruction Building  
SC Science Center  
SE Science East Building (under renovation)  
SV Student Services Building (Admissions Office)  
SW Science West Building  
TA Theatre Arts Building  
TC Technical Center  
TT Interim Technical Training Center

\*Parking at Rockville Municipal Swim Center. Take Mannakee Street to left on Martins Lane.

# MONTGOMERY COLLEGE

## Takoma Park/Silver Spring Campus and Vicinity



### Montgomery College Takoma Park/Silver Spring Campus

7600 Takoma Avenue  
Takoma Park, MD 20912  
240-567-1300  
TTY 301-587-7207

[www.montgomerycollege.edu](http://www.montgomerycollege.edu)

For updates to campus maps, visit  
[www.montgomerycollege.edu/maps](http://www.montgomerycollege.edu/maps).

### Takoma Park/Silver Spring Campus Legend of Buildings

(as of April 2011)

- CF The Morris and Gwendolyn Cafritz Foundation Arts Center
- CM The Commons
- CU Cultural Arts Center
- DC Child Care Center
- EG East Garage (parking)
- FH Falcon Hall (Physical Education)
- HC Health Sciences Center (Workforce Development & Continuing Education - WDCE)
- MP Mathematics Pavilion

- NP North Pavilion
- P1 Pavilion One
- P2 Pavilion Two
- P3 Pavilion Three
- P4 Pavilion Four (Refugee Training Center)
- RC Resource Center
- SN Science North Building
- SS Science South Building (Planetarium)
- ST Charlene R. Nunley Student Services Center (Security Office and Admissions Office)
- WG West Garage (parking)

Montgomery College  
Standard Performance Bond

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Any singular reference to Contract, Surety, Owner or Other Party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principle Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Dated):

Amount:

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

None  
SURETY

Company:

See Page 3

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY – Name, Address and Telephone)

---

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

---

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, and administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract in accordance with its terms, the Surety and the Contractor shall have no obligation under this Bond.

3 Whenever the Contractor shall be declared by the Owner to be in default under the Contract, the Surety shall, at its sole expense, within 15 days after Owner having mailed to Surety a copy of the notice of default sent to Contractor, take one of the following actions:

3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

4 If the Surety does not proceed as provided in Paragraph 3, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond,

and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 3.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

5 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 3.2 or 3.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract. The Surety is obligated without duplication for:

5.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3;

5.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor, and

5.4 All other costs and damages permitted to be recovered by the Owner under the Construction Contractor at law.

6 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

7 Any proceeding, legal or equitable, under this Bond may be instituted only in the Circuit Court for Montgomery County, Maryland and the Surety waives venue in any other court.

8 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9 This Bond had been furnished to comply with a statutory or other legal requirement of the State of Maryland. Any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be

construed as a statutory bond and not as a common law bond.

damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10 DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: September 2, 2011**  
**MONTGOMERY COLLEGE PROCUREMENT OFFICE**  
Dated: August 19, 2011

**ADDENDUM #1**

**PURPOSE TO ADDENDUM:**

1. To extend Bid Opening Date to: **September 2, 2011 @ 3:00pm**
2. To replace original Price Proposal with attached “**Revised Price Proposal**”
3. To change Section 3, area 3.6, item J to read:  
  
**“Prime contractor must have annual revenue of at least \$40,000,000.00 (forty million). Sub-contractors are not required to meet this annual revenue threshold; however, they must meet all other requirements listed in 3.6. Audited financial statements will be required of the highest ranked firm (prime contractor) to confirm annual revenue.”**
4. To provide the attached list of questions, answers and clarifications from pre-proposal meeting held on August 18, 2011.
5. To remove Milestone #1 (Bonding) from Section 3.3. Refer to Attachment F regarding Bonds.
6. To provide a copy of the pre-proposal vendor sign-in sheet (see attached).

\*\*\*\*\*ALL ELSE REMAINS UNCHANGED\*\*\*\*\*

---

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID RESPONSE. **NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

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

\_\_\_\_\_  
**Typed Authorized Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Date**

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: September 2, 2011**

**SECTION 6 – “REVISED PRICE PROPOSAL”**

Project payments shall be based on the milestones required in section 3.3. Vendor proposals shall include specific, **recommended milestones** and associated payments for each.

	MILESTONE	TOTAL PRICE
1	Immediate delivery and storage of all construction materials	\$
2	Final Engineering Plan	\$
3	Executed Permits	\$
4	Site by site completion of construction and testing between Montgomery College locations as proposed by the contractor. <i><b><u>Bidders are allowed to submit recommended milestones with proposal on separate document. The total cost for all recommended milestones must equal price provided at right.</u></b></i>	\$
Final	Final acceptance of project and final payment	\$
<b>PROJECT GRAND TOTAL:</b>		<b>\$</b>

5	Post Warranty Annual Maintenance	\$ _____/year
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**HOURLY RATES FOR ADDITIONAL SERVICES:**

The vendor shall provide the following information to the College as a basis for the calculation of charges associated with requested change orders made after the award of this contract.

Category	Hourly rate
Program Manager	\$
Project Manager	\$
Outside Plant Technician	\$
Fiber Optic Splicer	\$
Heavy Equipment Operator	\$
Fiber Locator	\$

Note to vendor: Submitted price must be inclusive of all costs associated with all requirements listed herein. By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

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

Title \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: September 2, 2011**

<b>Pre-proposal Meeting Questions, Answers &amp; Clarifications</b>
---

**Q1: What type of cable is required?**

A: Single mode; Armored up to entry point of building, and un-armored within building.

**Q2: Are there any maintenance penalties?**

A: Yes. They will negotiated with highest ranked firm

**Q3: Will the College consider using a combination of aerial and underground cable?**

A: No

**Q4: Will the College considering a leasing agreement?**

A: No

**Q5: Will the College warehouse contractor material for service calls?**

A: No

**Q6: Can optional milestones be added to Price Proposal?**

A: Refer to attached revised price proposal.

**Q7: Can milestones be provided in alternative units?**

A: Yes

**Q8: How does the College consider a milestone to have been met?**

A: A milestone will be considered complete when, after having received notification from the contractor, the College's project manager inspects the work related to the milestone, tests as deemed appropriate, and is able to verify successful installation or delivery.

**Q9: How is a telecom company defined in the state of Maryland?**

A: Refer to the state of Maryland's definition

**Q10: Is a schedule required?**

A: Refer to Section 3.2, second bullet

**Q11: What type of rigid conduit is required?**

A: Roll Duct is acceptable. In addition, any functional equivalent would be considered.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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<b>Pre-proposal Meeting Questions, Answers &amp; Clarifications-continued</b>
---

**Q12: Does bidding firm have to be located in the state of Maryland?**

A: No; however, firm has to be licensed with the state of Maryland as a telecom company.

**Q13: Are designs available?**

A: No; however, onsite visits can be scheduled at the facility that will serve as the termination point at each of the addresses specified in the RFP. Such visits will be scheduled to take place on 8/26 if desired. Requests should be made as soon as possible.

**CLARIFICATION:**

Liquidated damages will be negotiated with highest ranked firm.

END OF QUESTIONS, ANSWERS & CLARIFICATIONS

# PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

REQUEST FOR PROPOSAL #512-004  
Fiber Optic Network Infrastructure Design, Engineer, Construction and Maintenance

NAME:

COMPANY:

EMAIL ADDRESS:

<u>Raymond McCall</u>	<u>Hypocore Inc</u>	<u>rmccorrel@hypocoreinc.com</u>
<u>Alvin Emmett</u>	<u>Byers Engineer</u>	<u>ALVIN.EMMETT@BYERS.COM</u>
<u>Michael Stone</u>	<u>The Contran Group</u>	<u>mstone@contrangroup.com</u>
<u>Logan M Myers</u>	<u>Fiber Technologies</u>	<u>DMyers4519@Aol.com</u>
<u>Matthew Mayer</u>	<u>Synesys</u>	<u>mmayer@synesys.com</u>
<u>Larry Burch</u>	<u>Masterc</u>	<u>Larry.Burch@masterc.com</u>
<u>Scott Agnor</u>	<u>Unity</u>	<u>SAGnor@unitycms.com</u>
<u>CRAG HEALEY</u>	<u>FUTISA NETWORK COMMUNICATIONS</u>	<u>craig.healey@us.futisa.com</u>
<u>OSCAR SMITH</u>	<u>UNITY CMS</u>	<u>OSMITH@UNITYCMS.COM</u>
<u>John Savage</u>	<u>Montgomery College</u>	<u>john.savage@montgomerycollege.edu</u>



NAME:

COMPANY:

EMAIL ADDRESS:

Randall W. Hall

MC

Randall.Hall@mc

Tom Napoli

TRM

tnapoli@trmcom.com

BURKE MORSTAN

FIBERLIGHT

BURKE.MORSTAN@FIBERLIGHT.COM

MICHAEL BURKE

FIBERLIGHT

MICHAEL, BURKE@FIBERLIGHT.COM

Jim Nolan

Verizon Business

james.j.nolan@verizon.com

COLIN FERGUSON

Corning

colin.ferguson@corning.com

MATT ERNEST

AMT

MEARNEST@AMTENGINEERING.COM

Jose Reyes

Cabling Systems, Inc

jreyes@cabling-systems-inc.net

Derek Thomas

Leading Technology Solutions

dthomas@ltsolutionsinc.com

Steve Mosley

FiberTech Networks

smosley@fibertech.com

John Beck

PCI

john.beck@pci.com

Jason Thompson

SME

jthompson@smeinc.biz

NAME:

COMPANY:

EMAIL ADDRESS:

Miguel Dacruz

Verizon Business

miguel.j.dacruz@verizonbusiness.com

Bary Tardieu

Cable Associates Inc

btardieu@cableassociatesinc.com

Bran McDermott

Strategies Law Group

bmcdermott@stratlg.com

~~George Tully~~

AINET

GEORGE.TULLY@AINET

Whyne Weiser

Sumitomo

whyne@INTEGRALSTATES.NET

Tony Mack

AINET

tony.mack@ainet

Allison Clifford

FiberGate, Inc.

aclifford@fibergate.net

Seth Boswell

Black CSI

sboswell@blackcsi.com

Terri Hood

Net-Reps / AFL Fiber

terri@net-reps.com





# Montgomery College

Office of Procurement  
900 Hungerford Drive, Suite 110  
Rockville, MD 20850

## REQUEST FOR PROPOSAL

512-004

### Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance

All bid responses **MUST BE RECEIVED** in the Procurement Office BY 3:00 PM local time on **August 31, 2011**. Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: **120 Days after bid opening date, but prior to contract award.**

Bid Bond Requirements: **Yes**

Performance, Labor and  
Material Bond  
requirements: **Yes**

Pre-bid / Pre-proposal  
conference: **Yes, (see line item 1.2)**

Minority vendors are encouraged to respond to this bid solicitation.

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/proposal will be accepted after the date and time stated above.

A handwritten signature in black ink, appearing to read 'Janet Wormack'.

Dr. Janet Wormack  
Director of Procurement

**NOTE: Prospective Bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Issuing Office may result in non-receipt of important information.**



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**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: August 31, 2011**

**SECTION 1 – BID INFORMATION**

---

**1.1 INTENT**

It is the intent of this Request for Proposal to provide Montgomery College with the design, engineer, construction, and ongoing maintenance of a fiber optic network infrastructure in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

**1.2 PRE-PROPOSAL CONFERENCE**

A meeting will be held on **August 18, 2011** at Montgomery College 7600 Takoma Avenue, Cafritz Arts Bldg, Room 143, Takoma Park, Maryland, 20912. The start time for this meeting is **1:30pm**. Companies are highly encouraged to attend. The purpose of this meeting will be to discuss the RFP and to answer any questions vendors may have. Should vendors have questions prior to this meeting date and time, those questions must be emailed to Patrick Johnson, Purchasing Supervisor, at [patrick.johnson@montgomerycollege.edu](mailto:patrick.johnson@montgomerycollege.edu).

**1.3 PROPOSAL DUE DATE**

All responses to this Request for Bid are due in the Montgomery College Procurement Office, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by 3:00 p.m. on **August 31, 2011** and must be clearly identified and marked as pertaining to this request. No facsimile or email transmissions will be accepted. No responses will be accepted after this date and time. In the event that the College is closed on the bid opening date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

**1.4 CONTACT INFORMATION**

For purchasing or technical questions about this solicitation, please contact **Patrick Johnson at 240 567-5288** or [patrick.johnson@montgomerycollege.edu](mailto:patrick.johnson@montgomerycollege.edu)

**1.5 AWARD**

An award will be made in the best interest of the College to the highest ranked, most responsible, responsive Bidder who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award.

**1.6 PRICING**

The price(s) offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission. In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
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**BID OPENING DATE: August 31, 2011**

**SECTION 1 – BID INFORMATION -CONTINUED**

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**1.7 BID EVALUATION**

Bids submitted in response to this solicitation will be evaluated as follows:

- 1.7.1 Bidder is responsible – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsiveness:
  - 1.7.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
  - 1.7.1.2 Bidder is financially stable.
- 1.7.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
  - 1.7.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
  - 1.7.2.2 Bidder has provided all documentation and samples requested in the Specifications/Scope of Work.

**1.8 REJECTION**

The College reserves the right to reject any or all offers received as a result of this bid. Offers may be rejected for any of the following reasons: Bidder fails to;

- 1.8.1 Meet the mandatory specifications and requirements.
- 1.8.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.8.3 Supply appropriate and favorable client references.
- 1.8.4 Complete the Price Proposal page.
- 1.8.5 Sign the bid.
- 1.8.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.8.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.9 SUBCONTRACTORS**

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

**1.10 REQUIRED SUBMITTAL LIST**

- Price Proposal
- Technical Proposal

**1.11 FAILURE TO SUBMIT**

Failure to provide any of the above items may deem a bid proposal non-responsive.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: August 31, 2011**

**SECTION 1 – BID INFORMATION -CONTINUED**

**1.12 TOBACCO POLICY**

Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meeting or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

**1.13 INSURANCE**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her.

The vendor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

Workers compensation Insurance covering the vendor's employees as required by Maryland State law.

Commercial General Liability Insurance, excluding automobiles

Owned or hired by the vendor, with limits as follows:

Bodily Injury and Property Damage:

\$1,000,000 combined single limit of bodily injury and property damage

-Contractual Liability – Premises and Operations

-Independent Contractors

Comprehensive Automobile Liability -

Providing bodily injury and property damage coverage for owned

Vehicles and non-owned vehicles with a combined single limit of \$1,000,000.

Additional Insured - Montgomery College shall be endorsed as an additional Insured on all liability policies.

These coverage's and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar days notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect. The vendor shall furnish the College with a certificate of insurance as evidence of the required coverage. The vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the vendor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The vendor shall provide the College with evidence of such insurance.

In the event that the vendor's insurance is terminated, the vendor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of the agreement.

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**SECTION 2- BACKGROUND**

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**2.1 BACKGROUND**

The current wide area network that connects all eight College locations is based on the model of leasing services from telecommunications companies. The current lines leased by the College are above ground and subject to failure due to numerous external conditions. The lines allow the College to move information between the eight College locations at a current speed of 400 megabytes per second. In the review of new technologies that will be both available to and necessary for the College in the next decade, it is clear that a significant upgrade in the capacity and speed is necessary. Additionally, while the initial costs to upgrade is significant it will provide a cost savings over time.

The Vice President for Instructional and Information Technology/Chief Information Officer has requested a contract award for the design, engineer, construction and ongoing maintenance of a College **Fiber Optic Network Infrastructure**. In the College's current situation, leased network services offer little redundancy, and costs for services are rising as the needs of the College continue to grow. Current services are insufficient for disaster recovery, data replication, electronic software distribution, telephone systems, as well as many other administrative requirements and instructional initiatives. The result is a tremendous increase in support costs and the inability to support projects and programs beneficial, and critical, to the College.

Montgomery College must have a safe, reliable, fault-tolerant network infrastructure in place to support every aspect of administrative and academic computing throughout the organization. The College's technology infrastructure is vital for sustaining the institution's core mission of teaching and student success. The Office of Information Technology is proposing a College wide fiber optic network infrastructure project to connect all campuses and off-site buildings into one network to establish a "one campus" approach for the support of Montgomery College as a whole.

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**SECTION 3- REQUIREMENTS**

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Montgomery College is seeking to engage a firm to design, engineer, and construct a fiber optic network throughout Montgomery College, connecting the locations listed below.

### **3.1 Scope of Work**

- The construction of a complete fiber ring between all indicated Montgomery College sites. Each site shall be connected through geographically distinct, “left” and “right” paths to provide the necessary fault tolerance in a true ring configuration.
- Total mileage proposed for the construction shall be specified. Mileage and direction proposed must provide the means to work within a 45-mile distance limitation between any two Montgomery College sites in both a “left” and “right” direction on the ring.
- Contractor is required to meet or exceed the applicable American National Standard Institute (ANSI) and Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications as well as all local, County, State and National (IBC) building codes.
- Obtain State and County required permits for the project.
- Design drawings, in CAD format, to be updated throughout the construction and delivered in final format immediately at the completion of the project.
- A single 216-count, single mode fiber cable used throughout the construction. This cable shall meet industry standards for long-haul, 10-gigabit Ethernet connectivity.
- All cable to be installed underground, within a single 1.25” duct system with concrete vaults placed approximately 1500 feet apart. There shall be no above ground cable.
- Sufficient slack cable for service and repair purposes. A minimum of 100 feet slack per splice location.
- Splice locations a maximum of 20,000 feet apart throughout the system.
- Depth of the conduit and duct system to be identified.
- Termination of all cable at each Montgomery College head-end location. All fiber shall be terminated on patch panels using SC connectors. Patch panels, other materials and required labor to complete termination shall be taken into account.
- Cable system to be made available for use at each individual location throughout the duration of the construction, as each location is terminated.
- The cable system shall be registered with “Miss Utility” and proof of this registration must be provided to the College Project Manager.

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**SECTION 3- REQUIREMENTS- CONITNUED**

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- Response to "Miss Utility" tickets shall be the sole responsibility of the contractor.
- Response to service and repair calls shall be specified. Service to include immediate repair and recovery of repair costs from any parties which cause damage to the cable system.
- A project plan with Gantt chart (including timeframe for completion of all construction and services) shall be submitted with this proposal.
- All cable shall be completely tested for 10-gigabit compatibility and signal loss at each College site. The test plan and results of each cable, for each site, shall be specified and provided.
- Contractor will provide written certification that all cable and services supplied as a result of this solicitation meet all current applicable ANSI and EIA/TIA specifications.
- Cable system warranty, before regular, annual maintenance must begin, shall be specified.
- Change orders can be expected during a construction project of this duration, and the process for addressing them shall be specified.

**3.2 Deliverables:**

- Complete, underground, 216-count fiber ring cable infrastructure terminated at specified sites
- Construction plan allowing for installation to be complete within 12 months, with allowances made for inclement weather or reasonable delays that are out of the control of the contractor
- General resumes for all personnel dedicated to this project. Resumes should demonstrate compliance with mandatory vendor requirements
- As-built network design drawings in CAD format
- All required permits and crossing agreements as required for construction
- Executed Railroad Encroachment Agreements
- Cable test plan, and results indicating the successful physical testing of all fiber cable.
- Annual maintenance and Miss Utility response proposal
- 24x7 contact information for cable system maintenance and emergency response
- Performance bond to guarantee the successful completion of this project (**See Attachment F**)
- Complete build of materials (**See Requirements 3.5**)

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**SECTION 3- REQUIREMENTS- CONITNUED**

**3.3 Project Milestones:**

- Milestone 1: Bonding (Bonding is required prior to execution of the agreement and may not be consider a milestone). If you want to keep on the list, it should be first.
- Milestone 2: Immediate delivery and storage of all construction materials. The vendor shall provide a secure area for the storage of these materials at vendor's location, which is available for inspection by the College's designated project manager with due notice.
- Milestone 3: Final Engineering Plan
- Milestone 4: Executed Permits
- Milestone 5: Site by site completion of construction and testing between Montgomery College locations (Listed in 4.4, below)
- Milestone 6: Final acceptance of project and final payment

**3.4 Site Locations**

40 West Gude Drive Rockville, Maryland 20850
51 Mannakee Street Rockville, Maryland 20850
930 King Street Silver Spring, Maryland 20912
7600 Takoma Avenue Silver Spring, Maryland 20912
11160 Viers Mill Road Wheaton, Maryland
15400 Calhoun Place Derwood, Maryland 20855
12 South Summit Avenue Gaithersburg, Maryland 20876
20200 Observation Drive Germantown, Maryland 20876

**3.5 Bill of Materials**

**Proposals shall include the following breakdown of material costs:**

- All armored and unarmored cabling with a price per foot
- All SC patch panels, including the capacity and price per panel
- Type and price of external vaults
- Splice trays
- 1.25" rigid conduit priced per foot
- Number and type of conduit couplers with a price per component
- Estimated cost for materials required for concrete and/or lawn repair during construction
- Any and all materials of significant cost not specifically requested



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**SECTION 3- REQUIREMENTS- CONTINUED**

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**3.6 Required Minimum Qualifications**

Vendors must provide proof of the following minimum qualifications:

- a) Company has been in business a minimum of fifteen (15) years as a cable construction, repair, and services organization.
- b) Company must possess a minimum of fifteen (15) years experience with underground directional boring and cable installation.
- c) Dedicated project manager must possess a minimum of ten (10) years experience with cable construction, repairs and service.
- d) Company must have previous experience in building metro-capacity fiber optic cable plants.
- e) Company must show proof of registration as a telecommunications company in the State of Maryland.
- f) Company can provide five relevant references demonstrating experience successfully completing projects of comparable size and complexity to this project.
- g) All fiber technicians must possess a minimum of five (5) years experience each with underground fiber splicing, installation and repair.
- h) Contractor can meet or exceed the applicable American National Standard Institute (ANSI) and Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568 and 569 specifications as well as all local, County, State and National (IBC) building codes.
- j) Company must have annual revenue of at least \$40,000,000 (forty million). Audited financial states will be required of the highest ranked firm to confirm annual revenue.

**3.7 Preferred Qualifications**

- a) Company has previous experience in providing service to public education supporting campus environments.

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**SECTION 4 –PROPOSAL EVALUATION AND AWARD**

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**4.1 EVALUATION**

**4.1.1 Process**

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College and may not be considered further. Those proposals not rejected will be evaluated and ranked. The College will recommend award to the highest ranked offeror based on the combined technical and price scores. The maximum possible combined score is 100.

**4.2 EVALUATION CRITERIA**

The evaluation criteria for both the technical and price will be combined for a total score. The maximum point value to be awarded for a Bidder's Proposal is provided below:

- |              |  |                                      |
|--------------|--|--------------------------------------|
| <b>4.2.1</b> | <b>Qualifications &amp; Experience of firm,<br/>Program manager, and sub-contractor/s</b>                          | <b>20 (Maximum available points)</b> |
| <b>4.2.2</b> | <b>Demonstrated technical experience as defined<br/>by the RFP, including a minimum of 5 relevant<br/>projects</b> | <b>20 (Maximum available points)</b> |
| <b>4.2.3</b> | <b>Pricing</b>   | <b>40 (Maximum available points)</b> |
| <b>4.2.3</b> | <b>Proposal Evaluation, based on contractor's<br/>solution to meet stated requirements</b>                         | <b>20 (Maximum available points)</b> |

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**SECTION 5 –REQUIRED SUBMITTALS**

**5.1 PROPOSAL SUBMISSION**

A submittal consisting of the Technical Proposal and Required Submittals are required when responding to this Request for Proposal. **One (1) original and five copies of the Technical Proposal to this RFP are required, along with one CD copy.** In addition, **One (1) original Price Proposal shall be submitted in a separately sealed envelope and identified as such.** Proposals will be certified, signed and dated by a bona fide agent of the Bidder and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Bidder’s name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

**5.2 REQUIRED SUBMITTALS**

- I. Technical Proposal
  - Transmittal Letter
  - Statement of Qualifications
  - References
  - Contractor Information Form
  - Metropolitan Washington Counsel of Governments Rider Clause
  - Subcontractor List (If applicable)
  - Requirements Checklist
- II. Price Proposal

The proposal should be organized using the following outline.

**5.2.1 TECHNICAL PROPOSAL**

This section must contain a detailed description of the services offered by the Bidder in response to this RFP. The information submitted by the Bidder must provide sufficient detail to allow College evaluators gain a comprehensive and clear understanding of the Bidder’s capabilities.

**5.2.2 TRANSMITTAL LETTER**

The transmittal letter must be prepared on the Bidder’s business stationery. The letter must introduce the company and give a brief history of the organization and the contact person responsible for the project. The letter should summarize the key points of the proposal; must indicate the Bidder’s understanding of the College’s requirements; and demonstrate the Bidder’s ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Bidder for this RFP.

**5.2.3 STATEMENT OF QUALIFICATIONS**

This contract requires specialized services. Bidder’s statement of qualifications must address the following:

- Professional qualifications and technical competence of the firm, project manager, and staff and subcontractors proposed for the performance of the required services.
- Previous demonstrated experience
- Bidder’s corporation/organization size, financial information, web presence, length of time the organization has been providing the services listed, and key business relationships.

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**SECTION 5 –REQUIRED SUBMITTALS -CONTINUED**

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**5.2.4 DEMONSTRATED EXPERIENCE AND REFERENCES**

The proposal must include the names and telephone numbers of five (5) relevant references. Cited references must be able to confirm, without reservation, the Bidder's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Bidder's services; and to require a site visit to one or more of the Bidder's reference locations.

**5.2.5 SUBCONTRACTORS AND MINORITY VENDOR PARTICIPATION**

Each Bidder must provide a list of subcontractor/s to be used in the performance of this contract at time of proposal submittal. The College encourages the participation of minority vendors in its business practices and procurements. The proposal shall identify minority vendor subcontractors, the percentage of participation in this project, and their qualifications for meeting the project goals and minority vendor status. The College reserves the right to approve or disapprove any subcontractor who will be performing work related to this project.

**5.3 PRICE PROPOSAL**

The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission.

**5.4 AUDITED FINANCIAL STATEMENTS**

Proposals shall include three consecutive years of audited financial statements. These audited financials shall be taken from the three years prior to this solicitation.

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**SECTION 6 – PRICE PROPOSAL**

Project payments shall be based on the milestones required in section 3.3. Vendor proposals shall include specific, recommended milestones and associated payments for each.

	MILESTONE	TOTAL PRICE
1	Immediate delivery and storage of all construction materials	\$
2	Final Engineering Plan	\$
3	Executed Permits	\$
4	Site by site completion of construction and testing between Montgomery College locations as proposed by the contractor	\$
Final	Final acceptance of project and final payment	\$
	<b>PROJECT GRAND TOTAL:</b>	<b>\$</b>

**HOURLY RATES FOR ADDITIONAL SERVICES:**

The vendor shall provide the following information to the College as a basis for the calculation of charges associated with requested change orders made after the award of this contract.

Category	Hourly rate
Program Manager	\$
Project Manager	\$
Outside Plant Technician	\$
Fiber Optic Splicer	\$
Heavy Equipment Operator	\$
Fiber Locator	\$

Note to vendor: Submitted price must be inclusive of all costs associated with all requirements listed herein. By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

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

Title \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_

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**ATTACHMENT A – REFERENCES**

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

Please note: References listed must be able to confirm the Bidder’s ability to provide the services requested in this bid document.

References submitted by: \_\_\_\_\_  
Company Name

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**ATTACHMENT A – REFERENCES-CONTINUED**

<b>REFERENCE 4</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

<b>REFERENCE 5</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

Please note: References listed must be able to confirm the Bidder’s ability to provide the services requested in this bid document.

References submitted by: \_\_\_\_\_  
Company Name

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**ATTACHMENT B – CONTRACTOR INFORMATION FORM**

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

B.2 Minority Contractor: Yes  No

If yes, please specify minority classification

B.3 Price adjustment (is  is not  ) necessary for other public agencies as listed.

B.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

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B.5 Please provide the following information

Company Name		Years in Business	
Federal Tax Number:		Dun & Bradstreet Number	
Street Address:		City, State, Zip Code	
Telephone Number		Fax Number:	
Contact Person:		Title:	
Cell Number:		E-Mail Address:	

Company Name Name

Title Authorized Signature and Date



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**ATTACHMENT C – NO BID RESPONSE FORM**

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Title

Please return to:	Montgomery Community College Office of Procurement 900 Hungerford Drive, Room 110 Rockville, Maryland 20850-1733
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**ATTACHMENT D – REQUIREMENTS CHECKLIST**

Vendors must fill out this page to indicate which solicitation requirements/desirables it meets or does not meet. Indicate Y for (Yes) or N for (No) and submit this page with their proposal.

If any of the minimum requirements are not met, bidding firm will not be considered for award.

**MINIMUM REQUIREMENTS:**

	Meet? Y/N	Any summary notes from bidder, regarding to what extent it meets or does not meet a particular requirement:
3.6A		
3.6B		
3.6C		
3.6D		
3.6E		
3.6F		
3.6G		
3.6H		
3.6I		
3.6J		

**DESIRABLES:**

	Meet? Y/N	Any summary notes from bidder, regarding to what extent it meets or does not meet a particular requirement:
3.9A		

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

Title \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_

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**ATTACHMENT E – GENERAL TERMS AND CONDITIONS**

**ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**

**BID NUMBER: 512-004**

**BID OPENING DATE: August 31, 2011**

**ATTACHMENT E – GENERAL TERMS AND CONDITIONS**

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it 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 a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 900 Hungerford Drive, Suite 110, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**

**BID NUMBER: 512-004**

**BID OPENING DATE: August 31, 2011**

**ATTACHMENT E – GENERAL TERMS AND CONDITIONS**

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

**NON-VISUAL ACCESS** The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder's place of business prior to award of contract to determine Bidder responsibility.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: August 31, 2011**

**ATTACHMENT E – GENERAL TERMS AND CONDITIONS**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.\_\_\_\_" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**  
**BID NUMBER: 512-004**  
**BID OPENING DATE: August 31, 2011**

**ATTACHMENT F- SUPPLIMENTAL TERMS AND CONDITIONS**

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### **LIQUIDATED DAMAGES**

It is agreed that time is of the essence and therefore the College will suffer substantial damages if the Work is not completed within the time stated in the Preliminary Schedule contained in the Contract Documents. The Preliminary Schedule will be based on the time indicated as a part of the contractor's proposal. For each day that the Work shall be uncompleted after the contract completion date, the Contractor may be liable for liquidated damages in the amount specified in the Contract Documents. Prior to and after expiration of the Contract completion time, the College may withhold an amount equal to liquidated damages whenever the progress of construction is such that, due to the fault or responsibility of the Contractor, the Contractor, in the judgment of the College is behind schedule so as not reasonably to be able to permit completion of the Project on time. Due account shall be taken of excusable delays, any extensions of time reasonably due the Contractor for completion of additional work under change orders, and for delays for which the College is responsible, provided that the Contractor has properly requested time extensions therefore. After submission of a price, the Contractor may not contest the reasonableness of the amount of liquidated damages stated in the Contract. These assessed damages shall not be considered as a penalty, but as mutually agreed upon as the ascertained damages suffered by the College because of the delay.

### **BID AND PERFORMANCE BONDS**

- With the Price Proposal, Offeror shall furnish a Bid Bond and a Letter of Intent from a Bonding Company, as required below.
- Offeror shall submit an **original** and two copies of a Bid Bond from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 10% of the amount of the Total Price Proposal, or a cashier's check in the amount of not less than 10% of the Total Price Proposal. An original bond document must include the proper and original signature and seal.
- Offeror shall submit an **original** and two copies of a letter from the Offeror's bonding company stating that it guarantees it will furnish the required 100% performance and labor and material payment bonds if the Offeror is recommended for contract award. Letter provided shall not be generic, but must be written specifically for this project.
- Prior to the execution of the contract, the Offeror shall deliver to the College a performance bond, properly executed on the Montgomery College Standard Performance Bond a copy of which is enclosed in the Proposal Documents, and a labor and material payment bond executed and, Payment Bond, for 100% of the amount of the Contract.
- Upon failure or refusal to execute and deliver the Contract and bonds required within five (5) days (Saturdays, Sundays and legal holidays excluded) after having received notice of acceptance of its proposal, the Offeror shall forfeit to the College, as liquidated damages for such failure or refusal, the bid security included with its proposal.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**BID NUMBER: 512-004**  
**BID OPENING DATE: August 31, 2011**

**ATTACHMENT F– SUPPLIMENTAL TERMS AND CONDITIONS-CONTINUED**

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- After the College and the successful Offeror have executed a contract, or if no contract has been executed within one hundred and twenty (120) calendar days after the proposal due date, and Offeror has not been notified of acceptance of its proposal, Offeror may request return of its Bid Bonds.
  
- If at any time, the Bonding Company becomes insolvent, files for bankruptcy or for any reason whatsoever loses its right to do business in the State of Maryland, the Offeror shall, within ten (10) calendar days after notice from the College to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other Bonding Company as may be satisfactory to the College.



**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: Fiber Optic Network Infrastructure Design, Engineer, Construction, and Maintenance**

**BID NUMBER: 512-004**

**BID OPENING DATE: August 31, 2011**

**ATTACHMENT G – METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<b>YES</b>	<b>NO</b>	<b>JURISDICTION</b>	<b>YES</b>	<b>NO</b>	<b>JURISDICTION</b>
		Alexandria, Virginia			City of Manassas Public Schools
		Alexandria Public Schools			Manassas Park, Virginia
		Alexandria Sanitation Authority			Maryland-National Capital Park & Planning Comm.
		Arlington County, Virginia			Maryland Department of Transportation
		Arlington County Public Schools			Metropolitan Washington Airports Authority
		Bladensburg, Maryland			Metropolitan Washington Council of Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Trans. Commission
		District of Columbia Public Schools			Prince George's County, Maryland
		District of Columbia Water & Sewer Auth.			Prince George's Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service Authority
		Falls Church, Virginia			Rockville, Maryland
		Fauquier County Schools & Government, Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Service Authority
		Greenbelt, Maryland			Vienna, Virginia
		Herndon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit Authority
		Loudoun County, Virginia			Washington Suburban Sanitary Commission
		Loudoun County Public Schools			Winchester, Virginia
		Loudoun County Sanitation Authority			Winchester Public Schools
		Manassas, Virginia			