



**31901 Tri-County Way  
Suite 201  
Salisbury, MD 21804  
410-341-8980**

## **REQUEST FOR PROPOSAL**

**NUMBER ST2016-2003**

Sealed proposal, plainly marked as such will be received at:

Tri-County Council for the Lower Eastern Shore of MD  
Attention: Carolyn Austin  
31901 Tri-County Way  
Suite 201  
Salisbury, MD 21804

On or before **June 24, 2016 at 2 p.m.**, after this time bid/proposals  
will no longer be accepted.

**Tri-County Council for the Lower Eastern Shore of Maryland**  
**31901 Tri-County Way**  
**Suite 201**  
**Salisbury, Maryland 21804**

**Proposal # ST2016-2003**

**Proposal Opening Date: June 24, 2016 at 2 p.m.**

**Enterprise Asset Management Software**

**Enterprise Asset Management Software (ST2016-2003)  
Table of Contents**

<b><u>Article</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
1	Description of the Work	4
2	Scope of Services	4
3	Pricing	6
4	Bid Requirements & Qualifications	6
5	Payments	6
6	Bidding Procedures	7
7	Explanations	8
8	Award of Contract	8
9	General Information for Bidders	8
10	Bid Protests	11
11	Federal Clauses	12
Appendix 1	Bid Proposal	24
Appendix 2	Request for Exception/Clarification	26
Appendix 3	Certification regarding Lobbying	27
Appendix 4	Decision Matrix	29

## 1. DESCRIPTION OF THE WORK:

The purpose of this RFP is to solicit proposals for an Enterprise Asset Management (EAM) solution for Shore Transit, a division of the Tri-County Council for the Lower Eastern Shore of Maryland. Shore Transit/TCC (ST/TCC) is seeking an integrated “off the shelf” packaged solution that will meet its core requirements out of the box with minimal modifications. ST/TCC expects the supplier to perform the related professional services (e.g. best practices guidelines, training, project management, implementation, integration and report development) in a timely and professional manner. ST/TCC will consider proposals from single suppliers or from multiple suppliers working as a team. In the event that a single supplier needs to team up with someone else to meet the criteria, ST/TCC expects there to be one prime contact who is responsible for the entire project and for coordinating the work of other suppliers. ST/TCC also expects there to be only one supplier for any customer service issues and maintenance agreements for the software solution for the subsequent years.

Technically all of the software should be able to be installed on site on our existing Microsoft Windows 2008 R2 servers with Microsoft SQL 2012 databases, or current production operating systems and SQL servers such as Windows 2012 and SQL 2014.

## 2. SCOPE OF SERVICES(including but not limited to the following):

### **Enterprise Asset Management**

1. Equipment lifecycle management
  - Maintains up-to-date information about each unit
  - Tracks each equipment unit from acquisition to disposition
  - Tracks life-cycle status, locations, departments, operator assignments, availability of use, warranties, etc
  - Define and track information about subsystems on a particular unit
2. Work Order management
  - Assign user-defined repair reasons for each repair order
  - Post unlimited number of labor, parts and commercial charges
  - Track work delays due to various reasons
  - Create estimate work orders and post estimated labor, parts and commercial charges without generating actual charges
  - Paperless approach for mechanics to log information on shop floor via laptops or handheld devices
3. Preventative Maintenance
  - Scheduling
  - Tracking
  - Notification

4. Purchasing and Parts Inventory Management
  - Bar Coding Capability
    - Collect labor and parts data
    - Use/Print vendor bar coding
    - Use/Print user-defined bar codes
  - Ability to track parts using alternate tracking solutions (ie:RFID)
  - Manage the purchasing and stocking of parts
  - Ability to add pictures of the actual part for each part in inventory
  - Track quantity and value on hand and on order for all parts, Issue parts and relieve inventory through the same transaction
  - Track vendor contracts including amounts spent and remaining
  - Use FIFO pricing on parts
  - Receive automatic on-screen notifications when quantity on hand falls below reorder point
  - Catalog an unlimited number of manufacturer and after market supplier IDs and part numbers and cross-reference those to stock parts
  - Track an unlimited number of vendors which supply the same part, including delivery lead time, minimum order quantity and value, warranty terms, etc for each vendor and part
  - Automatically identify parts which have been used on equipment no longer in use to reduce inventory on-hand
5. Reporting
  - Graphical reporting with drill down capabilities
  - Easy report generation without the need for a programming specialist.
  - We report to numerous people National Transportation Database (NTD), Maryland Transit Administration (MTA), vendors, mechanics, finance dept. , etc. so we need a lot of different reports available to us. So having access to already pre-made reports is great, but being able to generate our own reports without having to go through someone is perfect.

The Enterprise Asset Management software should integrate with our Trapeze PASS software and Fuel Master software to help with PM scheduling, data collection, notifications, etc. This software should include at least 10 user licenses.

Bidder should provide industry standard (public) part numbers and per-unit pricing for any hardware and COTS (commercial off the shelf) software

that may be required to fully utilize their solution (ie: tablets, operating systems, etc.) ST/TCC has the right and obligation to obtain three quotes to find the best value on said hardware and/or software and to follow ST/TCC's approved procurement policy for said purchases. The Bidder will not penalize ST/TCC in any way if ST/TCC provides said hardware or software to the Bidder in lieu of procuring said hardware or software directly from the Bidder.

### **3. Pricing**

We would like to see pricing very detailed per license, per user, etc. as the license amounts we specified are just the maximum that we could potentially order but not guaranteed. Also, make sure any additional costs involved (ie: training, setup fees and annual maintenance) are listed individually as well. Please provide various support options like normal business day, after hours on business days and weekends. Please also show what the annual maintenance costs will look like over the next 5 years.

### **4. Bid Requirements & Qualifications**

#### **Bid Requirements**

1. Bidder will submit a proposal to the TCC Procurement Officer outlining acceptance and understanding of the requirements of this RFP.
2. By submitting a Proposal, Bidder understands that upon award the Contracted Bidder accepts all criteria in this RFP.
3. Bidder will submit all pricing for the above Scope of Service and any annual maintenance costs that would be incurred after installment.

#### **Bidder Qualifications**

1. In Business for at least 10 years or more
2. Product has been used in the public for more than 5 years
3. Support options

### **5. PAYMENTS**

Contracted Bidder will provide ST/TCC with monthly invoices covering the initial procurement of software, licenses, etc and will continue to bill monthly for services rendered (ie: setup, training, etc.). Contracted Bidder will also bill ST/TCC monthly for the 1<sup>st</sup> year annual maintenance. Within that first year Contracted Bidder must align annual maintenance agreement to ST/TCC fiscal year which is July 1 – June 30. ST/TCC will pay said invoices on net 30 terms.

## **6. BIDDING PROCEDURES:**

Bidder response should be typed on company letterhead and signed by a company official who is authorized to enter into agreements/contracts. Bidders should certify that all the information is given in a clear and concise manner. By submitting a bid, the Bidder shall be deemed to have accepted all the terms, conditions and requirements set forth.

The Bidder awarded this contract shall be responsible for all services required and shall be liable for the completion of the services required hereunder. Acts of both omission and commission by the subcontractors shall be the sole responsibility of the primary Bidder(s).

Bidders must also submit their company's DUNS and CCR Numbers.

Requests for clarifications and/or exceptions to the service as prescribed herein shall be addressed on the procurement website ([www.lowershore.org/Procurement](http://www.lowershore.org/Procurement)). All requests for clarifications and/or exceptions shall be submitted on the form provided on Page 41 and faxed in or emailed to [procurement@tcclesmd.org](mailto:procurement@tcclesmd.org). All known or potential Bidders will need to check the procurement website for any and all updates; it will be each Bidders responsibility to check the website ([www.lowershore.org/Procurement](http://www.lowershore.org/Procurement)).

Bids can be hand delivered or mailed. Those vendors interested in submitting a bid must do so by June 24, 2016 at 2 pm. All bids should be postmarked by that date. Successful Bidder(s) will be notified no later than July 8, 2016. Bids should be submitted to:

Tri-County Council for the Lower Eastern Shore of Maryland  
Attn: Carolyn Austin  
Proposal # ST2016-2003  
31901 Tri-County Way  
Suite 201  
Salisbury, Maryland 21804

Please be advised that the final award of contract will be at the sole discretion of TCC.

## **7. EXPLANATIONS:**

**Approved Equals, Clarifications, Exceptions**

Requests for approved equals, clarifications, and/or exceptions to the specifications shall be received by TCC on the form provided (Appendix 2) not less than fifteen (15) working days before the date of the scheduled bid closing.

Any request for an approved equal or exception to the specifications shall be fully supported with technical data, test results and any other pertinent information available as evidence that the substitute offered is equal to or better than the Specification Requirement. Tri-County Council may require a bidder offering a substitute to supply additional descriptive material, a sample and/or a demonstration.

**Unless a request for an approved equal is granted it is understood that the bidder is offering referenced brand names as specified.**

Wherever a specific trade or product name is used within this specification the following statement applies, "or approved equal with essentially comparable standards of quality, design and performance."

Written requests for clarifications and additional information shall be directed to Tri-County Council, by email to [procurement@tcclesmd.org](mailto:procurement@tcclesmd.org). Please include the Proposal number for this RFP on all inquiries. All inquiries must be received no later than close of business on, June 10, 2016. A Request for Exception/Clarification form is attached as Appendix 1. Clarifications and additional information, if any, will be posted on the TCC Procurement website. It is the responsibility of the perspective bidders to check the TCC website for updates on clarifications and equals.

## **8. AWARD OF CONTRACTS:**

This contract shall be awarded to the most responsible and responsive Bidder(s). Evaluation factors shall include the following factors; (1) price; (2) complete proposal per instructions; (3) Technical Specifications; (4) Service & Support. Appendix 4 contains the grading work sheet to be used to score all complete bid packages.

TCC reserves the right to not award this contract if projected funding does not become available, or no offer is deemed appropriate for the service requested.

## **9. GENERAL INFORMATION FOR BIDDERS:**

### **A. Reservations**

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

- B. Addenda  
TCC reserves the right to amend this RFP at any time prior to the proposal due date. Any necessary additions or corrections to this RFP will be made by addenda, and issued to all Bidder(s) of record. Addenda become part of the RFP, and must be acknowledged by each Bidder(s); failure to acknowledge any addenda shall not relieve Bidder(s) of compliance with the terms thereof. TCC assumes no responsibility for oral instructions.
- C. Economy of Preparation  
Proposals should be prepared simply and economically, providing a straightforward, concise description of Bidder(s) ability to satisfy the requirements of this RFP.
- D. Incurred Expenses  
Bidder(s) are responsible for proposal preparation and submission costs.
- E. Acceptance of Terms and Conditions  
By submitting a proposal in response to this RFP, the Bidder(s) accepts the terms and conditions set forth herein.
- F. Public Information Act Notice  
Bidder(s) shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide, upon request, justification as to why such material should not be disclosed.
- G. Evidence of Bidder(s) Responsibility  
TCC will require Bidder(s) to submit additional information regarding financial responsibility and other qualifications, and may consider any information otherwise available concerning those qualifications. TCC may make such investigation as it deems necessary to determine Bidder(s) responsibility.
- H. Award Without Discussions  
TCC reserves the right to accept the best written proposals without further discussions, and may do so; thus, Bidder(s) should ensure that the initial proposals are both complete, and competitively priced.
- I. Contractor Responsibilities; Subcontractors  
TCC will enter into a contract with the selected Bidder(s) only, and the Bidder(s) shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the Bidder(s).

- J. Conflicts of Interest  
The Bidder(s) shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder(s) are recommended for award, and propose how such conflicts might be resolved.
- K. Financial Disclosure  
The successful Bidder(s) shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of : (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.
- L. Compliance with Laws  
By submitting a response to this solicitation, Bidder(s) represent that it is not in arrears in the payment of any obligation due and owing or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.
- M. Governing Law  
The laws of the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.
- N. Ownership and Retention of Records  
All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of TCC. Unless otherwise required by applicable statute of limitations, the successful Bidder(s) shall retain all records and documents related to any contract awarded pursuant to this RFP for six (6) years from the date of final payment under the Contract, or until final audit settlement or until such time as required by State, Federal or Local statute or regulations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of Shore Transit/TCC at all reasonable times.
- O. Approved Equals/ Clarifications/ Exceptions  
Requests for approved equals, clarifications, and/or exceptions to the specifications shall be received by TCC on the form provided on Page

42 not less than fifteen (15) working days before the proposal due date. Once submitted, within three (3) business days of receipt of the approved equal form TCC will review and rule on the approved equal. All known or potential Bidder(s) will need to check the website for the results.

P. Billing and Payment

The successful Bidder(s) shall keep accurate, document records of time, material and transportation allocable to TCC's contract. Payment will be made monthly on that basis and related records will be available for audit purposes during normal business hours, as often as deemed necessary.

Q. Insurance Requirements

Prior to the execution of the contract, the successful Bidder(s) must obtain, at its own cost and expense, and keep in full force and effect until termination of the contract, the following insurance, written in companies licensed to do business in the State of Maryland.

The coverage's will be evidenced by a Certificate of Insurance issued directly to TCC by the Bidder(s) agent, and provide 60 days' written notice to TCC of cancellation or material change in coverage. A two-year extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All liability policies shall name TCC as an additional insured.

## 10. BID PROTESTS:

All protests relating to this solicitation, the selections and/or award must be filed in writing with TCC. The term "filed" means receipt by the procurement officer. Protesters are cautioned that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed may not be considered. Oral protests will not be considered.

A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals. Alleged improprieties that did not exist in the initial solicitation but which are subsequently incorporated in the solicitation shall be filed no later than 7 days after basis for protest is known or should have been know, whichever is earlier.

In cases other than those specified above, protests shall be filed no later than 7 days after basis for protest is known or should have been known, whichever is earlier.

All protests should be addressed to Procurement Department Tri-County Council, 31901 Tri-County Way, Salisbury, MD 21804.

## **11. FEDERAL CLAUSES**

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT:**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government and/or the state of Maryland in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government and/or the state of Maryland, the Federal Government and/or the state of Maryland is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a

project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **ACCESS TO RECORDS AND REPORTS:**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly

pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

#### **FEDERAL CHANGES:**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **TERMINATION:**

1. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall

promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

2. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

## **CIVIL RIGHTS REQUIREMENTS:**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**DISADVANTAGED BUSINESS ENTERPRISES:**

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **0 %**. A separate contract goal [of \_\_\_ % DBE participation has] [has not] been established for this procurement.
- b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name}deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

- d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Tri-County Council. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- e) The contractor must promptly notify Tri-County Council, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Tri-County Council.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **SUSPENSION AND DEBARMENT:**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Tri-County Council. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Tri-County Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BREACHES AND DISPUTE RESOLUTION:**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **LOBBYING:**

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **CLEAN AIR:**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **CLEAN WATER:**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act,

as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **ENERGY CONSERVATION:**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **ADA ACCESS:**

The Contractor shall comply with all applicable requirements of: the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612. The contractor shall comply with the following regulations and any amendments thereto:

U.S. DOT Regulations: Transportation Services for Individuals with Individuals with Disabilities (ADA), 49 CFR Part 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38.

Department of Justice Regulations: "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35.

General Services Administration Regulations: "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR Parts 101-19.

Equal Employment Opportunity Commission (EEOC): "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630.

Federal Communications Commission Regulations: “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart

Federal Communications Commission Regulations: “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609.

**Tri-County Council for the Lower Easter Shore of Maryland**  
**Bid/Proposal # ST2016-2003**  
**Bid/Proposal Due Date: June 24, 2016**

**BID/PROPOSAL (Appendix 1)**

**PROJECT DESCRIPTION:**

This Request for Proposal (RFP) is to solicit Enterprise Asset Management Software for Shore Transit, the regional public transportation provider for the Lower Eastern Shore of Maryland.

Bid/Proposal of: \_\_\_\_\_  
(Name)

This Bid/Proposal is hereby submitted to the TCC in response to the above Bid/Proposal number.

The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with this Request for Proposal (RFP) as well as any Request for Exception/Clarifications that have been forwarded to the UNDERSIGNED in respect to this RFP.

In compliance with said RFP and any other documents provided to the UNDERSIGNED in reference to this RFP, the undersigned hereby proposes to furnish all labor, and materials necessary to perform all work described in and in strict accordance with the provisions of this RFP for the consideration in this Bid/Proposal.

The UNDERSIGNED agrees and understands that the time to begin and length of this award shall be as specified in the above project description.

The UNDERSIGNED hereby certifies that \_\_\_\_\_  
(Name)

is \_\_\_\_\_ or is not \_\_\_\_\_ (check one) included on the U.S. Comptroller General's list of ineligible contractors.

Parent Company: The UNDERSIGNED represents that it is \_\_\_\_\_ or is not \_\_\_\_\_ (check one) OWNED or CONTROLLED by a parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50%) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Bidder/Proposer, such other company is considered the parent of the Bidder/Proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

Name: \_\_\_\_\_

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

Certification of Non-Maryland Corporation (Foreign Corporation):

A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.

**Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a Bidder/Proposer shall submit with their bid/proposal a copy of the department's certification of their registration or qualification acknowledgement.**

If a foreign corporation is not currently registered, such a Bidder/Proposer shall submit with their bid/proposal their certification that, if notified of their apparent award of the contract, they will register with the Maryland State Department of Assessments and Taxation and provide a copy of the Department's certification of their registration or qualification acknowledgement along with the executed contract.

**Request for Exception/Clarification – Appendix 2**

**TRI-COUNTY COUNCIL Proposal # ST2016-2003**

**Proposal Opening Date: June 24, 2016 at 2 pm**

NAME OF BIDDER / PROPOSER: \_\_\_\_\_

TITLE OF DOCUMENT REFERENCE AND NUMBER: \_\_\_\_\_

PAGE and REFERENCE: \_\_\_\_\_

CONTRACT DOCUMENT REQUIREMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BIDDER / PROPOSER REQUEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

TRI-COUNTY COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Forward to: [procurement@tcclesmd.org](mailto:procurement@tcclesmd.org)

**Certification Regarding Lobbying – Appendix 3**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriate funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government Wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et. seq.*)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et. seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized  
Official \_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Contractor's Authorized  
Official \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

ON-COLLUSION AFFIDAVIT

This affidavit is to be billed and executed by the bidder. If the bid is made by a Corporation, then by its Chief Officer.

State of \_\_\_\_\_ County of  
\_\_\_\_\_

Being first duly sworn, deposes and says that  
\_\_\_\_\_

Residing at \_\_\_\_\_ and  
\_\_\_\_\_

(is) (are) the only person(s) interested with (him) (them) in the delivery of the materials quoted upon or the services performed under these specifications; that the said quotation is made without any connection or common interest in the profits with any other persons making any quotation or proposal for the said work; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud, and also that no head of any department or any employee therein; or any officer of the Summit Board of and Developmental Disabilities is directly or indirectly interested therein.

\_\_\_\_\_  
SIGNED BY TITLE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Notary Public

**Appendix 4**

Tri-County Council for the Lower Eastern Shore of Maryland

Decision Matrix for EAM Software Bids

Proposal #: ST2016-2003

**Bidder:**

<b>Grading Factor</b>	<b>Available Points</b>	<b>Points Awarded</b>
1. Quality of the Submission <i>Complete response to the RFP, timely submission</i>	Pass or Fail	
2. Price	100 Points Total	
Base Price of software package	50	
Price for Hardware	25	
Other Costs: Training & Support	25	
3. Technical Specifications	175 Points Total	
Equipment Lifecycle Mgmt	25	
Work Order Mgmt	25	
Inventory Mgmt	25	
Reporting Ease and Creation	25	
Interface with FuelMaster	25	
Interface with Trapeze PASS	25	
Training for Operators	25	
4. Bidder Qualifications	Pass or Fail	
In Business for 10+ Years		
Product has been used in the public for 5+ years		
Support Options		