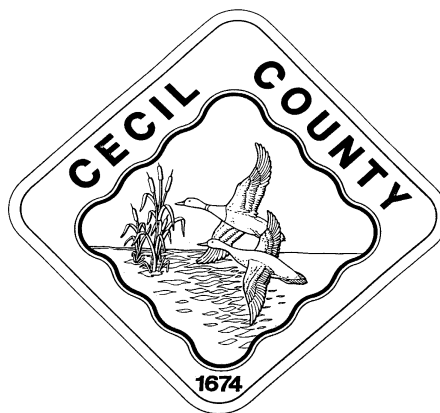


CECIL COUNTY GOVERNMENT
DEPARTMENT OF
SENIOR SERVICES AND COMMUNITY TRANSIT

REQUEST FOR PROPOSAL
RFP 12-13

REQUEST FOR PROPOSAL:
PURCHASE AND INSTALL TRANSIT BUS
DESTINATION SIGNS



Cecil County Government

TABLE OF CONTENTS

TITLE:	PAGE:
I. PURPOSE	5
II. OBJECTIVE	5
III. INQUIRIES	5
IV. METHOD OF SOURCE SELECTION	5
V. PROPOSAL SUBMITTAL REQUIREMENTS	6
-Proposal	6
VI. EXAMINATION OF SITE AND DATA	6
VII. DETERMINATION OF RESPONSIBILITY	7
-Certification of Vendor's Qualifications	7
VIII. VENDOR'S CERTIFICATION	8
IX. SCOPE OF WORK	9
-General Concepts	9
X. CONSTRAINTS OF THE SUCCESSFUL OFFEROR	9
-Permits	9
-Warranty	9
-Vendor's Responsibility	9
-Annulment of Contract	10
-Approximate Quantities	10
-Personal Liability of Public Officials	10
-Vendor Registration	10
XI. Vendor Personnel Requirements	10
-Affirmative Action Policy	10
-Subletting of Contract	11
-Responsibility for Complete Project	11
XII. RESPONSIBILITIES OF THE ORGANIZATION	11
-Inspection	11
XIII. AGREEMENT OF TERMS AND CONDITIONS	11
-Proposal	11 - 12
-Method of Payment	12
-Claims	12
-Disputes	13
-Permits	13
-Transportation	13
-State of MD Sales and Use Tax...	14 - 15
XIV. INSURANCE REQUIREMENTS	16
-Worker's Compensation and Employer's Liability Insurance	16
-Bodily Injury, Liability and Property Damage Liability Insurance	16 - 17
XV. BONDING REQUIREMENTS	17
-Certified Check or Proposal Bond	17
XVI. INSTRUCTIONS FOR PROPOSAL	17

TABLE OF CONTENTS (con/t)

TITLE:	PAGE:
XVII. COMPLIANCE WITH THE RFP.	18
XVIII. PROPOSAL DEADLINE	18
-Prosecution of Work	18
-Failure to Complete Work on Time	18
XIX. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP	18
XX. IMPLIED REQUIREMENTS	18
XXI. PROPOSALS AND PRESENTATION OF COSTS	18
XXII. REJECTION OF PROPOSALS	19
XXIII. EXCEPTIONS TO FORMAT	19
XXIV. REQUESTS FOR CLARIFICATIONS	19
XXV. VALIDITY OF PROPOSALS	19
XXVI. PROPOSAL SUBMITTAL FORMAT	19
XXVII. PROPOSAL COST SHEET	21
XXVIII. EVALUATION OF PROPOSAL AND AWARD	22
-Method of Award	22
-Basis of Award	22
-Qualifying Proposal	22
-Mandatory Requirements	22
-Technical and Financial Evaluation	23
-Oral Presentation	23
-Evaluation	23 - 24
-Final Selection	24
-Schedule of Events	24
-Discussions	25
-Negotiations	25
XXIX. TERM OF CONTRACT	25
XXX. NOTICE TO PROCEED	25
XXXI. PROPOSAL PROTEST	25 - 26
XXXII. ADDITIONAL REQUIREMENT/INFORMATION CLAUSES	26
- No Federal Government Obligations to Third Parties	26
- False Statements or Claims Civil and Criminal Fraud	26 - 27
- Access to Third Party Contract Records	27
- Changes to Federal Requirements	27
- Termination	28 - 31
- Civil Rights	31 - 32
- Incorporation of FTA Terms	32
- Suspension and Debarment	32 - 33
- Buy America	33
- Resolution of Disputes, Breaches, or Other Litigation	34
- Lobbying	34 - 36
- Clean Water	36
- Clean Air	36
- Contract Work Hours and Safety Standards Act	37

RFP 12-13
Purchase and Installation of Transit Bus Destination Signs

- Bonding	37 - 38
- Seismic Safety	38
- Energy Conservation	38
- Recycled Products	38
- ADA Requirement	39 - 40
- Federal Participation Clause	40
Indemnity/Hold Harmless Agreement Sheet	41
Vendor's Proposal Checklist	42
Request for Proposal (RFP) Advertisement	43 - 44

I. PURPOSE:

Cecil County Government is requesting proposals and/or presentations for the “Purchase and Installation of Transit Bus Destination Signs” as specified within the Scope of Work from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

II. OBJECTIVE:

The objective of this Request for Proposal (RFP) is for Cecil County Government to select a Respondent to replace the existing manual destination signs (front and side) to digital destination signs with controller on 20 passenger para-transit buses at 200 Chesapeake Blvd., Elkton, MD 21921(location attachments).

It is the intent of Cecil County Government to execute an agreement with the most qualified team that presents an economically viable proposal. To that end, Cecil County Government supports and encourages the formation of teams that maximize the qualifications of the respondents in all aspects of development including designing, permitting & construction.

The composition of the Respondent’s team or team configuration shall be clearly defined and stated within the proposal. The past experience and qualifications of the team shall be detailed in the proposal.

III. INQUIRIES:

All inquiries, questions, etc. concerning the RFP shall be forwarded to Katie O’Connor, Purchasing Assistant by e-mail (koconnor@ccgov.org / cc dpyle@ccgov.org) or call 410-996-5396 or mail requests to Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating vendors of the RFP as soon as possible. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

IV. METHOD OF SOURCE SELECTION:

Cecil County Government is required to adhere to the Code of Cecil County, Section 183; Purchasing, concerning good public purchasing practices. All available information may be reviewed on the Cecil County Government website (www.ccgov.org). Additional requirements are listed requiring adherence to Federal Regulations for assistance provided by FTA & MTA.

V. PROPOSAL SUBMITTAL REQUIREMENTS:

PROPOSAL

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner "**RFP 12-13; "Purchase and Install Transit Bus Destination Signs"**" no later than **1:30 p.m. on August 31, 2011**. No proposal will be accepted after 1:30 p.m. and all proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All material submitted will become the property of Cecil County Government and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

A site visit to examine existing buses and signs may be coordinated by contacting Ms. Monica Richardson, Community Transit, at 410-996-8422. All visits shall be made during normal business hours.

VI. EXAMINATION OF SITE AND DATA

Before submitting proposals, prospective vendors shall carefully examine the Proposed Contract Documents, inspect the site of proposed installations, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the vendor has so familiarized themselves and, therefore, no concession will be granted by the County because of any claim of misunderstanding or lack of information. Vendors are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by vendors should be reported promptly to the County for correction or interpretation before the date of the opening of proposal.

VII. DETERMINATION OF RESPONSIBILITY:

CERTIFICATION OF VENDOR'S QUALIFICATIONS

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **Purchase and Install Transit Bus Designation Signs**
2. Contract No.: **RFP #12-13**
3. Name of Vendor: _____
4. **State of Maryland Construction Firm License No.:** _____
5. Business Address: _____

6. When Organized: _____
7. Where Incorporated: _____
8. **Foreign Business No.:** _____
9. Has the Vendor paid any sales tax on the equipment to be used on the project?
Yes _____ No _____
10. If so, at what rate was the sales tax paid? _____
Percent to State of _____
11. How many years has the bidder been engaged in this business under your present firm name?

12. Have you ever refused to sign a contract at your original RFP/Bid?
Yes _____ No _____
13. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
14. Will you, upon request, furnish any other pertinent information that Cecil
County Government may require? Yes _____ No _____
15. Does your business maintain a regular place of business in the State of Maryland (Resident) _____
or would your business be considered Non-Resident _____?
16. Has the vendor or firm ever been disbarred, suspended or otherwise prohibited from doing work with
the federal government. Yes _____ No _____
(If yes, explain _____)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this _____ day of _____, 2011.

(Name of Bidder)
By: _____
Title: _____

VIII. VENDOR CERTIFICATION

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at _____ this _____ day of _____, 20__.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____, ss.

_____ being duly sworn, states he is _____ of
(Office)

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20__.

Notary Public

(My Commission Expires: _____)

(NOTARY SEAL)

IX. SCOPE OF WORK:

GENERAL CONCEPTS

The following general minimal requirements shall be used to formulate the vendor's proposal:

The awarded contractor shall provide all necessary labor and materials to replace the existing manual destination signs with controller (front and side) within the twenty (20) existing transit buses with digital destination signs. The proposal shall provide details on the process to include a coordinated schedule and time required to complete each bus. The overall times shall include the contractor pick-up and delivery of the buses by valid licensed drivers. The County will entertain requests of On-Site installation of the signs. The proposal shall provide details/schematics of the items being installed, warranty details and any required training on the operation of the newly installed systems. Final inspection and of acceptance of completed installations shall be coordinated with the Community Transit representative and the County's Vehicle Contractor. The proposal shall also provide an estimated time of completion from the time the keys are provided to the contractor to preparation for final inspection and acceptance per vehicle. If a vehicle is in for maintenance and unavailable for installation, coordination for installation after maintenance shall be made with the County Transit representative.

X. CONSTRAINTS ON THE SUCCESSFUL OFFEROR:

PERMITS

All required permits shall be obtained and paid for by the VENDOR, except those which have been obtained by the County and are hereby made a part of this Contract.

WARRANTY

The VENDOR shall warrant all work and shall guarantee to satisfactorily meet the County's requirements. The VENDOR shall provide all warranty information as part of their proposal.

VENDOR'S RESPONSIBILITY

It shall be the VENDOR's responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the VENDOR of his responsibility to perform such work.

ANNULMENT OF CONTRACT

Should the VENDOR fail to fully satisfy the customer, or to comply with orders of the County, or to perform anew such work that has been rejected as defective and unsuitable, or if the VENDOR shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County's convenience.

APPROXIMATE QUANTITIES

The VENDOR's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the VENDOR but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are approximate only and have been used by the County as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Contract. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the VENDOR, in making up and/or submitting his proposal or proposal relies upon the accuracy of said estimated quantities, does so at his own risk.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

VENDOR REGISTRATION

All vendors submitting a proposal shall provide proof of registration in the Central Contractor Registration (CCR) and with Data Universal Numbering System (DUNS).

XI. VENDOR PERSONNEL REQUIREMENTS:

AFFIRMATIVE ACTION POLICY

In accordance with Cecil County's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age, marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the VENDOR, for themselves, their assignees and successors in interest, agrees to comply with all federal, state, and local nondiscrimination regulations.

SUBLETTING OF CONTRACT

The VENDOR shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the County. When consent is given, subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted. Where Sub-Vendors are used, VENDOR shall submit all insurance information for all Sub-Vendors.

RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the VENDOR to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it will be included by the vendor without extra payment.

XII. RESPONSIBILITIES OF THE ORGANIZATION:

INSPECTION

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for completion of the Master Plan.

XIII. AGREEMENT OF TERMS AND CONDITIONS:

PROPOSAL

Made this _____ day of _____, 2011. Business
Address _____

The VENDOR declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the VENDOR has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

METHOD OF PAYMENT

All invoices shall be reviewed and approved by a VENDOR's representative and the County's representative before submission. All invoices must be submitted to the Cecil County Government, Department of Senior Services and Community Transit, Attn: Monica Richardson, 200 Chesapeake Blvd., Elkton, MD 21921. All invoices will be Net 30 and if time frame for completion is over thirty (30) days, payments and invoices shall be equally submitted every thirty (30) days and the final payment upon final acceptance of the final product.

CLAIMS

Should the VENDOR believe that it is entitled to any additional compensation; the VENDOR shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses or delays.

DISPUTES

If the VENDOR disagrees with the County's final decision on a claim for an equitable adjustment in the Contract amount of time or any other decision of the County specified to subject to the "Disputes" process, the VENDOR's sole recourse shall be to file suit within thirty (30) days after the date of issuance of the decision. In the event the County fails to issue a timely decision on a claim, the VENDOR's suit must be filed within thirty (30) days after the date the claim is deemed as having been denied under "Claims". If the VENDOR does not file suit within the thirty (30) day period, the VENDOR shall be deemed to have waived the right to file suit and the County's final decision shall be binding and conclusive on the VENDOR.

The County and VENDOR agree that all suits arising out of disputes under the Contract shall be filed exclusively in either the District Court for the Third Judicial Circuit of Maryland or the Circuit Court for Cecil County as their respective subject matter jurisdictions permit.

PERMITS

All required permits shall be obtained and paid for by the VENDOR, except those listed below which have been obtained by the County and are hereby made a part of this contract.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (Cecil County Government/designated location Elkton, MD 21921). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

**STATE OF MARYLAND
SALES AND USE TAX
ADMISSIONS AND AMUSEMENT TAX
LAWS AND REGULATIONS
ISSUED BY
COMPTROLLER OF THE TREASURY
SALES AND USE TAX DIVISION**

11-221 Taxation by Other Law

(c) Sales tax paid in other jurisdiction –

- (1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property or service enters this state, the sales and use tax does not apply to use of the property or service in this state.
- (2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

11-214 Nonresident Property

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

- (1) A non-resident.
 - (i) Acquires before the property or service enter the state; and
 - (ii) Uses:
 1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
 2. Does not remain in the state for more than 30 days.

11-303 Depreciation Allowance

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
 - (1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and
 - (2) The use first occurs in another state or federal jurisdiction.

- (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.

XIV. INSURANCE REQUIREMENTS:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- (a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- (b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- (c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County Government as an "Additional Insured").

BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability:	\$2,000,000 Annual Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products and Completed Operations \$1,000,000 Personal Injury and Advertising
- Automobile Liability:	\$1,000,000 Combined Single Limit
- Worker's Compensation:	-- Statutory
- Excess:	\$1,000,000 Each Occurrence
-Professional Liability:	\$1,000,000

(Upon award of Contract, the Contractor shall provide a copy of a Certificate of Insurance with the Cecil County Government named as an "Additional Insured" to Liability Coverage on the Certificate for the duration of the Contract.)

All contractors performing services for the Cecil County Government are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation. The Contractor shall provide a Certificate of Insurance naming the Cecil County Government as an "Additional Insured" and showing the levels of Worker's Compensation and all Liability Coverage. If the proposed cost of construction exceeds the minimum levels of coverage, the contractor shall increase the levels of coverage to cover the entire cost of the proposal.

XV. BONDING REQUIREMENTS:

CERTIFIED CHECK OR PROPOSAL BOND

(a) No proposal will be considered unless accompanied by a certified check or an acceptable bid bond of the vendor or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, payable to the order of the Board of County Commissioners of Cecil County, for **\$5,000.00 dollars**, which will be forfeited to the Board as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

(b) The certified check and/or proposal bonds or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, of all except the two (2) selected VENDORS shall be returned after the Contract is awarded; and, the checks of the selected VENDORS shall be returned after the proper execution of the Contract Documents with the selected VENDOR.

(c) If the selected VENDOR shall fail to execute the Contract Documents as specified, he shall forfeit the proposal bond or certified check or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County as liquidated damages and the Contract may be awarded to the second selected VENDOR as specified in the paragraph entitled **METHOD OF AWARD**.

XVI. INSTRUCTIONS FOR PROPOSAL:

Proposal shall be submitted in a sealed envelope addressed to:
Cecil County Purchasing Office
200 Chesapeake Blvd.
Suite 1400
Elkton, Maryland 21921

The VENDOR's name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The VENDOR shall submit minimally one (1) original and two (2) copies of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County Government.

XVII. COMPLIANCE WITH THE RFP:

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

XIII. PROPOSAL DEADLINE:

PROSECUTION OF WORK

After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the VENDOR neglects or fails to work continuously on all acceptable working days, the Commissioners' of Cecil County through the Cecil County Administrator and Department of Emergency Services Director may terminate the Contract and use any method that he deems necessary to complete the Contract.

FAILURE TO COMPLETE WORK ON TIME

Should the VENDOR fail to complete, fully and to all intents and purposes, the work as specified in the proposal and contract on or before the time specified, the said VENDOR shall pay to the County such sum as is specified in the paragraph entitled "LIQUIDATED DAMAGES".

XIX. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to Cecil County Purchasing Office, David E. Pyle, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921 (410-996-5395), in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Offerors are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

XX. IMPLIED REQUIREMENTS:

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

XXI. PROPOSALS AND PRESENTATION COSTS:

The Cecil County Government, or its agencies, is not liable in any way for any costs incurred by the offerors in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

XXII. REJECTION OF PROPOSALS:

The Cecil County Government, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any offeror determined to be non-responsive in accordance with the Code of Cecil County, Section 183 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

XXIII. EXCEPTIONS TO FORMAT:

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.**

XXIV. REQUESTS FOR CLARIFICATION:

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the VENDOR's proposal.

XXV. VALIDITY OF PROPOSALS:

All proposals shall be valid for one hundred and eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in modifications to the RFP, then one hundred and eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and Cecil County Government.

XXVI. PROPOSAL SUBMITTAL FORMAT:

Offerors must include the following information in their proposal and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page:

(a) Cover Letter: Response should contain a letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

(b) Table of Contents.

(c) Executive Summary: A maximum of one (1) to two (2) pages of single spaced information providing a high-level description of the offeror's ability to meet the requirements of the RFP.

(d) **Description of Relevant Experience, Qualifications, and Capacity:** Details of qualifications of the offeror's operations and staff regarding requested goods and services. If the respondent is not a single entity, the details of the partnership, joint venture, etc. shall be described, including the organizational structure of the team.

(e) **Technical Proposal:** Offeror's business plan to meet the technical requirements of the RFP must be included in this section. At a minimum, this must include a location map of the proposed site, a conceptual site plan (depicting ingress/egress), a conceptual building layout with typical room sizing, a description of proposed building types (photographic samples are encouraged), a description of proposed internal and external building materials and a description of proposed furnishings (catalog cut submittals are encouraged).

(f) **Proposed Costs:** All cost associated with delivering the requested goods or services must be detailed in the format requested.

(g) **Attachments:** Additional information, which the offeror feels will assist in the evaluation should be included. Other attachments may be Proof of Insurance, Proposal Bond, Equal Opportunity Employer Affidavit and other required information.

(h) Vendor shall provide **one (1) original proposal and two (2) copies as part of their proposal submittal.**

XXVII. PROPOSAL COST SHEET:

RFP: 12-13; “Purchase and Installation of Transit Bus Destination Signs”.

PROJECT: Installation of Destination Signs

VENDOR: _____ BY: _____
(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

This is to certify that _____ has received Addendum No. _____ through No. _____ and this project reflects changes created by the addenda.

PROPOSAL FORM: Cecil County Government.

For all design, labor, tools, materials and any other incidentals necessary to complete this contract as specified herein.

Total Price for Purchase and Installation of EACH Transit Bus Destination Sign:

EACH Bus Cost: \$ _____

Total cost for 20 Buses: \$ _____

Total amount of time for completion per bus: (hours/days): #_____.

The above-circled proposal is accepted and hereby ratified and confirmed by the Board of County Commissioners of Cecil County for the Purchase and Installation of Transit Bus Destination Signs this _____ day of _____, 20__.

James T. Mullin
President, the Board of County
Commissioners of Cecil County

XXVIII. EVALUATION OF PROPOSAL AND AWARD:

METHOD OF AWARD

- (a) The County reserves the right to reject any or all proposal.
- (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.
- (c) If the vendor to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected vendor or the County may reject the entire proposal as their interest may require.

BASIS OF AWARD

The Contract may be awarded to the selected responsible vendor whose proposal complies with all the requirements prescribed. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest vendor, unresponsive proposal or proposal obviously unbalanced may be rejected. The County also reserves the right to negotiate further with one or more of the bidders as to any features of their bids and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. The County also reserves the right to negotiate further with one or more of the vendors as to any features of their proposal and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County Government.

QUALIFYING PROPOSALS

Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of Cecil County Government. All reasonable efforts will be made by the Cecil County Government to avoid prejudice to any Respondent.

MANDATORY REQUIREMENTS

All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. Respondents shall supply a letter stating that their team meets these requirements. All information that is specifically requested is considered to be a mandatory requirement.

TECHNICAL AND FINANCIAL EVALUATION

A one-step evaluation process will be conducted wherein the technical and financial proposal will be evaluated at the same time. The technical and financial proposals shall be submitted within the same proposal. They are to be bound together but separated by a divider.

After determining compliance with the mandatory requirements and considered responsive to this proposal, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. Respondents judged not to be responsible or Respondents whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified.

Discussions and oral presentations **may** be held with those qualified Respondents or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the proposal evaluation, two (2) finalists will be selected for final negotiation of best and final offer.

ORAL PRESENTATION

As indicated above, discussions and oral presentations may be held. If Oral Presentations are required, the selected best two (2) contractors will be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County Government to meet the Respondents key personnel
- To allow the Respondents to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Respondent will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation.

Upon completion of the oral presentations, the Cecil County Government will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

EVALUATION

- A. Evaluation will be based upon the technical proposal with the price being reviewed as a single factor of several other factors on which to base an acceptance.

B. The primary evaluation will be completed by an evaluation committee consisting of selected Cecil County Government officials; Purchasing Agent is not a voting member of the committee. They will only guide the process of evaluation. Respondents to this solicitation shall meet all requirements contained herein. If the Respondent and/or the proposal do not meet solicitation requirements, Cecil County Government may classify the proposal as “not reasonably acceptable for award.” Should a proposal be found not reasonably acceptable for award, the proposal may not be considered any further. After considering the factors set forth in this RFP and the responsible proposals, the committee will make recommendations for award of this contract to the Respondent whose proposal is determined to be the most advantageous to Cecil County Government.

C. Criteria for Evaluation:

– The evaluation criteria that will be used are listed below with a weighted factor assigned to each category. Each area will be judged independently by each committee member from a scale of one (1) thru ten (10) with ten being the best score and one being the lowest score. Each score is then multiplied by the weighted factor and totaled for a final score. The highest score would be judged as the best proposal. If the committee determines more than one (1) is judged to be the best, oral presentations may be requested from which the best proposal shall be selected:

	Weighted Factor:
-- Warranty	05
-- Understanding of project	15
-- Development Team Qualification	10
-- Project Design and Specifications	40
-- Final Cost Proposal	30
<hr/>	
	100

FINAL SELECTION

Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the Cecil County Board of County Commissioners for the award of the contract to the responsible Respondent whose proposal is determined to be the most advantageous to Cecil County Government, considering both technical and financial factors as set forth in the RFP.

SCHEDULE OF EVENTS

The following is a proposed schedule of events in the selection of the Respondent to complete the project according to the specifications within this RFP:

- | | |
|--|--|
| 1. Solicitation Released | 5. Oral Presentations (will be scheduled) |
| 2. Pre-Proposal Meeting | 6. Executive Summary (Three (3) days after presentation) |
| 3. Proposal Due Date | 7. Final selection and Commissioners approval |
| 4. Committee Selection of qualified & responsive respondents | |

DISCUSSIONS

A. Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one VENDOR be discussed or identified in any part with a separate vendor.

B. During discussion, a vendor may modify their proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to withdraw without approval of the proper County authorities.

C. If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made and all Vendors shall be notified of the change/s and be given the chance to modify their proposal accordingly.

NEGOTIATIONS

It is policy to procure from responsible sources at fair prices the goods and services required by the County Government. During the RFP process, Price Negotiation may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

XXIX. TERM OF CONTRACT

The term of the contract shall be from the date of “**Notice to Proceed**” through the time as determined through final negotiations and as agreed upon within the awarded Contractor’s “Best & Final Proposal”. Additionally, the Contractor is obligated to perform the services as agreed upon within the RFP proposal, which the Cecil County Government requires in its operation.

XXX. NOTICE TO PROCEED

A **Notice to Proceed** will be sent Certified Mail to the VENDOR by the Cecil County Purchasing Office. Vendors shall proceed within ten (10) calendar days after receipt of such notice. **Failure to proceed within the ten (10) calendar day period may result in The Board of County Commissioners of Cecil County terminating the Contract Agreement.**

XXXI. PROPOSAL PROTEST

Any party who feels the proposal process has not meet the guidelines as stated within the Code of Cecil County Maryland or as outlined within the proposal may submit a protest in accordance with the guidelines as stated within the Code of Cecil County Maryland, Chapter 183, Purchasing, section 183-22 Bid Protest. These guidelines are available upon request at the Purchasing Office or on the Cecil County Government Website (www.ccgov.org). Any questions concerning the purchasing process or this proposal should be forwarded to Cecil County Purchasing Agent at 410-996-5395 or e-mail to dpyle@ccgov.org.

Briefly stated, protests concerning possible alleged improprieties leading up-to the bid opening should be filed before the opening date/time. For alleged improprieties after the bid opening should be filed not later than seven days after the basis for protest is known or should have been known. The term "Filed" meaning received by the Procurement Officer.

Upon receipt of the protest, a determination is made and sent by certified mail to the protester. Should the protester wish to appeal further the decision, they must submit the protest within five (5) days from receipt of the decision with Cecil County Protest Board (Cecil County Administrator). The Board will meet within ten (10) days of the received protest. The decision of the Board is the final, conclusive and binding action of the protest.

Detailed information shall be obtained by reviewing the on-line purchasing code or contacting the Purchasing Office for additional information. All protests, information, etc. shall be sent to the Purchasing Officer, Cecil County Government, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921.

XXXII. ADDITIONAL REQUIREMENTS/INFORMATION:

- NO OBLIGATION BY THE FEDERAL GOVERNMENT.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government 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 sub-contract 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 AND RELATED ACTS

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

Access to Records - The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Cecil County Government or a sub-grantee of the FTA Cecil County Government 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) 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.

(3) 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).

- FEDERAL CHANGES

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

a. Termination for Convenience (General Provision) The Cecil County Government 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 the Cecil County Government) to be paid the Contractor. If the Contractor has any property in its possession belonging to the Cecil County Government, the Contractor will account for the same, and dispose of it in the manner the Cecil County Government directs.

b. 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 Cecil County Government 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 Cecil County Government 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 Cecil County Government, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination Federal Transit Administration - Grants & Financing for convenience.

c. Opportunity to Cure (General Provision) The Cecil County Government 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 Cecil County Government'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 Cecil County Government setting forth the nature of said breach or default, Cecil County Government 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 Cecil County Government from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Cecil County Government elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Cecil County Government shall not limit Cecil County Government's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The Cecil County Government, 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 Cecil County Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Cecil County Government may terminate this contract for default. The Cecil County Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Cecil County Government.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Cecil County Government may terminate this contract for default. The Cecil County Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Cecil County Government goods, the Contractor shall, upon direction of the Cecil County Government, protect and preserve the goods until surrendered to the Cecil County Government or its agent. The Contractor and Cecil County Government shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Cecil County Government.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Cecil County Government may terminate this contract for default. The Cecil County Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Cecil County Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Cecil County Government resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Cecil County Government in completing the work. The Contractor's right to proceed shall not be terminated, nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Cecil County Government, acts of another Contractor in the performance of a contract with the Cecil County Government, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within 10 days from the beginning of any delay, notifies the Cecil County Government in writing of the causes of delay. If in the judgment of the Cecil County Government, the delay is excusable, the time for completing the work shall be extended. The judgment of the Cecil County Government shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Cecil County Government.

i. Termination for Convenience or Default (Architect and Engineering) The

Cecil County Government may terminate this contract in whole or in part, for the Cecil County Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Cecil County Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Cecil County Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Cecil County Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Cecil County Government.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Cecil County Government.

j. Termination for Convenience or Default (Cost-Type Contracts) The Cecil County

Government may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Cecil County Government or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Cecil County Government, or property supplied to the Contractor by the Cecil County Government. If the termination is for default, the Cecil County Government may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Cecil County Government and the parties shall negotiate the termination settlement to be

paid the Contractor. If the termination is for the convenience of the Cecil County Government, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the Cecil County Government determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Cecil County Government, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

(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.
http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html
(43 of 56) [4/1/2009 3:16:33 PM]

(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.

- INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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.

- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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 the **Cecil County Government**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the Cecil County Government**, 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.

- BUY AMERICA REQUIREMENTS

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA Cecil County Government the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products
Certificate of Compliance with 49 U.S. C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S. C. 5323(j)(1)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323 (j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____

- BREACHES AND DISPUTE RESOLUTION

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 Cecil County Government's Board of County Commissioners. 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 Cecil County Government's Board of County Commissioners. 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 Cecil County Government's Board of County Commissioners shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Cecil County Government, 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 therefore 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 Cecil County Government 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 Cecil County Government is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 Cecil County Government, (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 there under, except as may be specifically agreed in writing.

- LOBBYING (Form to be filled and returned)

- 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 Cecil County Government.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000) 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 appropriated 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Cecil County Governments 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

Name and Title of Contractor's Authorized Official

Date

-CLEAN WATER REQUIREMENTS

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.

- CLEAN AIR

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.

-CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The Cecil County Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any sub-contracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

-BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Cecil County Government) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Cecil County Government) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of Cecil County Government. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of Cecil County Government, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Cecil County Government's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Cecil County Government as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense Cecil County Government for the damages occasioned by default, then the undersigned bidder agrees to indemnify Cecil County Government and pay over to Cecil County Government the difference between the bid security and Cecil County Government's total damages, so as to make Cecil County Government whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

- SEISMIC SAFETY REQUIREMENTS

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

- ENERGY CONSERVATION REQUIREMENTS

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.

- RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- ADA REQUIREMENTS

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- 4 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

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;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

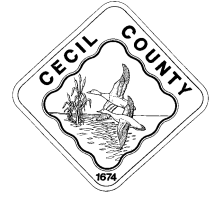
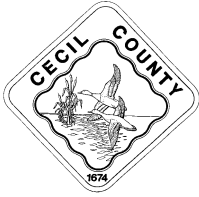
U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and;

Federal civil rights and nondiscrimination directives implementing the foregoing regulations

- FEDERAL PARTICIPATION:

Federal funds will be used to finance this project. Therefore, federal guidelines shall apply throughout process.

Cecil County Government
200 Chesapeake Blvd.
Suite 1400
Elkton, MD 21921



Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County Government, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Request for Proposal #12-13: Purchase and Installation of Transit Bus Destination Signs**, except that the Organization shall not be responsible to Cecil County Government on indemnity for damages caused by or resulting from Cecil County Government's sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____ Date: _____

Return this letter with Proposal Package

VENDOR RFP CHECKLIST

The following is a tentative checklist to assist the VENDOR in verifying minimal required information is provided at the RFP opening. It remains the VENDOR's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the Purchasing Office, 410-996-5395.

1. RFP package labeled properly for identification.
2. Evidence of applicability as "Local Bidder", if applicable.
3. Completion of Certification of Vendor's Qualifications & Certification and attached applicable **copies of required license**.
4. Completion of pages requiring information to include signatures and notary seal.
5. A copy of a Certificate of Insurance naming Cecil County Government as an "Additional Insured" and showing all information of required Liability and Worker's Compensation insurance shall be provided by the VENDOR awarded the contract.
6. Proposal Bonds with proposal submittal and Payment Bonds and Performance Bonds by the Contactor awarded the project.
7. Completion of Cost Proposal Sheet.
8. Indemnity/Hold Harmless Agreement must be signed and provided as part of the proposal package.
9. Complete set of proposal working/draft designs as required and/or warranty information. Complete sets of signed drawings w/ Maryland Certified Engineer to be provided by the Contractor awarded the project.

Cecil County, Maryland

RFP No. 12-13

**Cecil County Government
Purchasing Office
200 Chesapeake Blvd.
Suite 1400
Elkton, MD 21921**

REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County Government for “Purchase and Installation of Transit Bus Destination Signs” as described in the proposal package for the Cecil County Government, Department of Senior Services and Community Transit will be received from qualified VENDORS at any time and up to **1:30 p.m. on August 31, 2011** at the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. The proposal shall consist of the information as required within the Scope of Work and as specified within the proposal package minimally providing information for the purchase of digital destination signs and remove the existing signs and install the new signs within 20 County Transit Buses.

Additional specifications and/or instructions to bidders may also be obtained by e-mailing koconnor@ccgov.org (cc/ dpyle@ccgov.org) or by calling the Purchasing Department (Katie O’Connor, Purchasing Assistant) at 410-996-5396. The Board of County Commissioners of Cecil County reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints.

Proposal packages may be picked up at the Purchasing Office at a **non-refundable** cost of \$10.00 per package (including sales tax) or per copy on a compact disc. Proposal packages are provided on the Cecil County web-page (<http://www.ccgov.org>) as a .pdf document for all vendors to download.

Electronically submitted bid proposals will not be accepted. Request for Proposals are provided as a .pdf document for all vendors to download. **All vendors wishing to submit a proposal should obtain an original set of documents or a compact disc from the Cecil County Purchasing Department. If you choose to download the package from the website, you shall notify the Purchasing Office via e-mail or phone. Not meeting this requirement may result in your proposal being considered as non-responsive. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents or a compact disk or have obtained an electronic copy from the Purchasing Office. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County website. Vendors obtaining electronic copies of the proposal documents from outside the Purchasing Office will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.**

All questions or discussions concerning this proposal, proposal documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.

The Purchasing Office will provide vendor lists on the Cecil County web-site (www.ccgov.org) for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

The Board of County Commissioners of
Cecil County

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Government