

LOCAL SMALL BUSINESS RESERVE PROGRAM
INFORMAL SOLICITATION # 1153250
For
Tier 1 High Speed Internet Service Provider
Department of Technology and Enterprise Business Solutions

Informal Solicitation issued date: **Wednesday, January 18, 2023, 9:00 a.m. EST**

Informal Solicitation submission due date: **Friday, February 3, 2023, at 3:00 p.m. EST**

Submission Requirement: In order to be considered for an award, Offerors must complete and sign the Quotation Sheet (Attachment B), Acknowledgement Sheet (page 2), and submit their written proposal via e-mail to: Donna Potisk, Program Manager II to donna.potisk@montgomerycountymd.gov by no later than **Friday, February 3, 2023 at 3:00 p.m. EST.**

The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: ([Montgomery County - Central Vendor Registration System \(mcipcc.net\)](http://Montgomery County - Central Vendor Registration System (mcipcc.net)))

Questions regarding this Solicitation should be directed to: Donna Potisk, Program Manager II, TEBS by telephone to: 240-777-2914 or by e-mail to: donna.potisk@montgomerycountymd.gov

Questions regarding the Wage Requirements Law may be directed to: Kerri Albright, Program Manager in the Office of Procurement by telephone to: 240-777-9920 or via e-mail to: wrl@montgomerycountymd.gov

Questions regarding the Minority-Female-Disable Performance Plan requirements may be directed to Alvin Boss, Program Manager in the Office of Procurement by telephone to: 240-777-9912 or via e-mail to: mfd@montgomerycountymd.gov

The Montgomery County Department of Technology and Enterprise Business Solutions (TEBS) is soliciting proposals for the above-referenced Informal Solicitation. Proposals must be returned no later than the date and time listed above.

This Solicitation will result in Two (2) Contracts.

The County reserves the right to cancel this Solicitation at any time.

The following pages contain the terms, conditions, and specifications for this Solicitation.

NOTE: All submitted proposals must reference the Informal Solicitation Number and Title above and be signed by an authorized representative of the responding firm.

ACKNOWLEDGEMENT SHEET

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name (printed): _____

Printed Name, Title and E-Mail of Person Authorized to Sign Proposal:

Signature: _____ Date: _____

2. Name and Signature Requirements for Proposals and Contracts

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

3. Acknowledgment of Solicitation Amendments

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION I – INSTRUCTIONS, CONDITIONS AND NOTICES

INTENT

The intent of this Solicitation is to solicit proposals for the procurement of **two (2) Tier 1 High Speed Internet Service Providers** as per the Terms, Conditions and Scope of Work contained herein.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Informal Solicitation and any contract awarded pursuant to this Informal Solicitation.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an Offeror in regard to this Solicitation will not be binding on the County. Any information given to an Offeror in response to a request will be furnished to all Offerors as an amendment to this Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Offerors. Such amendments only, when issued by the Using Department (in this case, TEBS) will be considered as being binding on the County.

PAYMENT TERMS

The County's payment terms are net thirty (30) days. Prompt payment discounts will be considered in the evaluation of your quotation if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt and acceptance of invoice.

The County is permitted to pay for goods provided under the resulting contract through either a Procurement Card (P-Card) or a Single Use Account (SUA) method of payment, if the Contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the Contract by using either a P-Card (except when a Purchase Order is required by the County) or a SUA method of payment, and the Contractor must accept the County's P-Card or a SUA method of payment, as applicable. Under the resulting contract, the Contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a P-Card or SUA method of payment.

METHOD OF AWARD

The Contract will be awarded to the two (2) highest ranked responsible and responsive Offerors based on the written evaluation scores.

BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids or proposals will be borne by the Offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

QUALIFICATION OF OFFERORS

If so requested, an Offeror may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the Offeror is capable of satisfying the County's needs and requirements for this Solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this Solicitation may be subject to the Montgomery County Code, and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see Attachment C for links to Program Forms).

SECTION II - REQUIREMENTS

I. SCOPE OF SERVICES

The County is seeking two (2) 10 Gbps high speed IP transit connections from two different Tier 1 internet service providers (ISP) via cross connects from one or more Equinix data centers in Ashburn, Virginia.

A “Tier 1” ISP is defined as an ISP that has its own IP network in a particular region connected with the primary Internet backbone and/or other Tier 1 ISP of same or different regions. It maintains the entire routing table for the Internet in its region.

For purposes of this request, the commercial service provider ISPs listed in the top 5% of CAIDA’s ranking of autonomous systems (found here [AS Rank: A ranking of the largest Autonomous Systems \(AS\) in the Internet. \(caida.org\)](https://www.caida.org/rankings/as_ranking/)) are considered Tier 1 by Montgomery County Government.

The following minimum service level agreements are required and must be explicitly agreed to in the response:

Network Availability 99.999%

Packet Delivery > 99.9%

Network Latency Intra North America < 45 ms

Intra Europe < 35 ms

Transatlantic < 85 ms

Transpacific < 140 ms

Installation Guarantee 25 business days or less

Montgomery County Government (MCG) has network interconnection and colocation space at Equinix data center # 21 at 22175 Beauneade Circle, Ashburn, VA, US 20147. MCG can connect to the relevant Tier 1 ISP 10 Gbps service at this datacenter via Equinix provided cross connect at that data center or at any of the Equinix owned/operated data centers located in Ashburn, Virginia. This will be the only interconnection (or handoff/cross connection”) location for this service as MCG will use its own network and facilities to transport the internet bandwidth from there back to Montgomery County facilities and locations in Montgomery County, Maryland.

II. EVALUATION CRITERIA AND AWARD METHOD

The County will award two (2) contracts as a result of this Solicitation. The award will be made to the two (2) highest ranked Offerors (“Contractors”) based on the written proposals received. To be considered for award, Offerors must submit a written proposal demonstrating their ability to meet the requirements outlined in the Scope of Services. Proposals should include a description of Offeror’s experience in successfully providing the services in three (3) similar projects and must include a minimum of three (3) customer references. Proposals will be scored as follows:

	Criteria	Points
1	Offeror has demonstrated that it meets the definition of commercial service provider “Tier 1” ISP as set forth in Article I, Scope of Services	30
2	Offeror has demonstrated that it meets or exceeds the Service Level Agreements as set forth in Article I, Scope of Services	30
3	Offeror’s price	40
	Total	100

III. TERM

1. The effective date of the Contract, resulting from this Solicitation, will begin upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after one year. The Contractor must also perform all work in accordance with the time periods stated in the Contract's Scope of Services. The Director, Office of Procurement may, but is not required to renew the Contract term. The Director may exercise this option to renew for up to five (5) additional one-year terms. However, the total maximum compensation payable under both contracts awarded under this Informal Solicitation must not exceed the cumulative value of \$99,999.99 for the entire life of both contracts (initial term, plus any renewal terms exercised by the County).
2. The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs July 1 through June 30. Payments under the Contract resulting from this Informal Solicitation are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for a fiscal year that begins after the Contract resulting from this Solicitation is entered, this Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County.

IV. COMPENSATION AND METHOD OF PAYMENT

1. The total contract value including the initial term, must not exceed \$99,999.99 cumulatively for both contracts awarded as a result of this Solicitation.
2. The Contractor must not commence work under this Contract until a purchase order has been executed by the Office of Procurement.
3. The Contractor will be paid within thirty (30) days after the County's receipt, acceptance, and approval of an invoice submitted by the Contractor in a form and format approved by the County for actual work completed during the period invoiced.
4. The Contractor will be paid in accordance with the prices set forth in the Quotation Sheet (Attachment B), and the Contractor's invoice must be based on these prices. Rates must be fully burdened and inclusive of all costs, benefits, overhead, profit, etc.
5. Price Adjustments: Prices will be held firm for the entire contract term (initial term, plus any renewal terms exercised by the County). However, if the Contractor lowers prices for customers of similar size and scope as the County, then the Contractor must offer the County a price reduction to match the prices offered to similarly situated customers.

V. GENERAL CONDITIONS

1. The General Conditions of Contract Between County and Contractor (“General Conditions”) [SECTION B GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR \(montgomerycountymd.gov\)](#) will be incorporated by reference and made a part of any Contract awarded as a result of this solicitation. However, the Mandatory Insurance Requirements listed in Attachment A, will supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

Informal Solicitation #1153250
ATTACHMENT A

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Tier 1 High-speed ISP Informal Solicitation #1153250

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence and two million (\$2,000,000) aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Products and Completed Operations

Failure to Supply

Technology E&O – language options

To the extent that Contractor/Supplier provides software, hardware, software or system development, consulting services, or Internet/Application Service Provider services (e.g., outsourced functions such as web-hosting), Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of Supplier's products or Services with limits of not less than ***\$5,000,000 per claim***. If the policy is written on a claims-made basis, the coverage must remain in force for a period of at least two (2) years following the provision or performance of the Deliverables.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured to Contractor's commercial general insurance and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, MD
Technology & Enterprise Business Solutions / Donna Potisk
101 Monroe St., 13th Floor, Rockville, Md 20850

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ATTACHMENT B

QUOTATION SHEET

Non-recurring initial up front set-up charge (if applicable)	
Recurring Monthly Fee	

Offeror's Legal Business Name: _____

Name, Person Authorized to Sign: _____

Signature: _____ Date: _____

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Attachment C

Links to Documents and Forms

Web-links for Documents and Forms

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/pro/help.html>)
3. MD-SDAT (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Solicitation Postings and Amendments (<http://www.montgomerycountymd.gov/pro/solicitations>)
11. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
12. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
13. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
14. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WRL.html)
15. Wage Requirements Law, Independent Contractor Certification (<https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>)