

Purchasing Department

410-777-2068

www.aacc.edu/purchasing**1.0 INFORMATION**

Anne Arundel Community College is requesting quotes to renew the annual maintenance for the College's data communications equipment (**Project #C2022-3-Q**), effective **July 1, 2021 through June 30, 2022**, respective to these specifications, any written addenda issued, and for the completion of this project. The awarded Contract will be in the form of a purchase order(s) and all related contract documents to include, but not limited to, the College's RFQ, appendices, addenda, and the firm's quote.

Firms **must** currently hold a contract with MEEC, U.S. Communities, Maryland Do-It, Maryland Master Contracts or other College-approved purchasing cooperative contracts. Specify the name and contract number from which you are providing a quote. Provide a link to the contract in the space provided below.

Name of Contract: _____

Contract #: _____

Link: _____

Written quotes **must be** submitted on the forms provided in this RFQ, including Appendix A. **Both documents must be returned in their entirety with quote response.** Email written quotes by the deadline, signed and clearly labeled in the **subject line** of the email "**Request for Quotes: Data Communications Maintenance #C2022-3-Q**" to Melanie Scherer, Director of Purchasing & Contracting at mlscherer@aacc.edu. **Written quotes are due by 11:00 a.m. ET on May 4, 2021.** It is the responsibility of each firm to ensure that their Quote is received via email prior to the scheduled deadline. **Due to COVID-19, college campuses are not open for public access at this time and ALL business is being conducted remotely. Therefore, HAND-DELIVERED OR MAILED QUOTE RESPONSES WILL NOT BE ACCEPTED OR CONSIDERED FOR AWARD.**

Notice of Nondiscrimination: AACC is an equal opportunity, affirmative action, Title IX, ADA Title 504 compliant institution. Call Disability Support Services, 410-777-2306 or Maryland Relay 711, 72 hours in advance to request most accommodations. Requests for sign language interpreters, alternative format books or assistive technology require 30 days' notice. For information on AACC's compliance and complaints concerning sexual assault, sexual misconduct, discrimination or harassment, contact federal compliance officer at 410-777-1239 or complianceofficer@aacc.edu or Title IX coordinator at 410-777-2256, or Maryland Relay 711.

2.0 BACKGROUND

Anne Arundel Community College is an award-winning, fully accredited public two-year institution serving many students each year through classes offered at the Arnold campus, online and multiple sites in Anne Arundel County. More information about AACC can be found at www.aacc.edu

3.0 DEADLINE FOR QUESTIONS

Firms are advised that the deadline for questions is **April 21, 2021 by 11:00 a.m. ET**. Questions must be submitted in writing to **Melanie Scherer, Director of Purchasing & Contracting** at mlscherer@aacc.edu. Questions shall be emailed and noted in the subject line "**Questions for Data Communications Maintenance, Project #C2022-3-Q.**"

4.0 eMaryland Marketplace: Copies of this RFQ and related addenda can be obtained from eMaryland Marketplace. In order to download the RFQ and Addenda, all bidders must register as a vendor with eMaryland Marketplace's (EMM) at <http://www.procurement.maryland.gov/>. Vendors assume the responsibility of downloading RFQ documents and all addenda from this website prior to submitting a

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response. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the College's control. The College can post information on eMaryland regarding this project 24 hours prior to the deadline for the receipt of quotes.

5.0 SCOPE OF WORK

The successful firm shall provide annual maintenance of the College's data communications equipment, effective July 1, 2021 through June 30, 2022. Firms must quote on the exact part numbers listed in Appendix A, which will allow the College to directly place support calls with the Extreme Networks Global Technical Assistance Center (GTAC). AACC staff have worked the sales team to verify the list of equipment in Appendix A. Quantities, model numbers, and serial numbers have all been verified in advance in attempt to streamline the bidding process. Bidders will not need a list of the serial numbers to obtain a response from Extreme Networks. Appendix A shall be considered the exclusive list for the purposes of this solicitation.

Quotes must be valid for 60 days after submittal. Firms providing quotes must be authorized resellers.

Extreme Contact:

Chad White, Extreme Networks
Senior Account Executive – SLED (VA/DC/MD/DE)
email: chwhite@extremenetworks.com
Mobile / +1-540-588-8247

Firms intending on submitting a quote response for this project must contact the College's Extreme Networks representative to obtain pricing. Failure to do this, and pricing obtained from other sources, may be cause for rejection of quote. No substitutions or alternates will be accepted.

6.0 TERM: The Term of this Contract will for one year: July 1, 2021 to June 30, 2022.

7.0 SPECIAL INSTRUCTIONS AND QUOTE SUBMITTAL FORMAT

All quotes must be organized in accordance with the format listed below. Conciseness and clarity of content are emphasized and encouraged. Non-conforming and quotes not responsive to the stated requirements may be rejected at the discretion of college officials.

A. FIRM'S QUOTE

All quotes shall be exclusive of taxes. A copy of the college's tax exemption certificate can be provided upon request. ***The college reserves the right to award all, some, or none of the items listed***

B. ACKNOWLEDGEMENT OF ADDENDA

Addenda are incorporated into and are considered to be an integral part of the RFQ.

Firms must verify prior to submitting a quote that they have received all addenda issued and must acknowledge receipt of any addenda on the form provided in this quote.

C. PAYMENT OBLIGATIONS

By submitting a response to this solicitation, the Contractor represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it will not become in arrears during the term of the contract if selected for contract award.

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8.0 SPECIAL PROVISIONS

A. PURCHASE ORDER TERMS AND CONDITIONS

Please click on the following link for a complete list of purchase order terms and conditions:

<http://www.aacc.edu/media/content-assets/aacc/documents/Purchase-Order-Terms-and-Conditions-Final.pdf>

These purchase order terms and conditions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these Terms and Conditions.

B. RELATIONSHIP OF QUOTE AND FINAL CONTRACT

The quote, addenda, subsequent submittals, and the College's purchase order required as a part of the quote evaluation process are an integral part of the final contract.

All documents and contract administration provided by the successful firm must satisfy the College's requirements as outlined in the RFQ. No payment will be made to the successful firm until the documents have been received and approved and the materials delivered, and service completed and accepted by the College as responsive to all the College's requirements.

If there is any conflict between the terms and conditions of any firm's contract or documents and this RFQ document, the terms and conditions of this RFQ shall take precedence.

C. CONTRACT ADMINISTRATION

The College shall assign a Project Manager and/or Designee to coordinate the work with the successful firm.

D. CONTRACT TYPE AND PAYMENT SCHEDULES

The contract will be in the form of a purchase order(s) and all related contract documents, to include, but not limited to, the college's RFQ and addenda, the firm's quote/response, any and all subsequent correspondence; all required submittals and any other documents which may be required and mutually agreed upon and negotiated by the College and the successful firm. Precise payment date(s) may be finalized during contract negotiations. If no payment schedule is discussed, the College's payment terms are N/30 upon receipt of an invoice, which is sent to the College after the goods/services have been delivered.

All invoices must include the following information:

- Invoice Date and Number
- Brief Description and amount due per line and total
- AACC Purchase Order Number
- Dates of Service

Invoices submitted without the required information will not be processed for payment.

All services furnished by the successful firm shall be to the complete satisfaction of the college. No payment will be made to the successful firm until the documents have been received and approved and the project completed and accepted by the college as responsive to all the college's requirements.

The college will exclusively pay the primary firm for all work performed as a result of this RFQ. The primary firm will be obligated to appropriately compensate any and all subcontracted firms, if applicable.

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Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The College is exempt from Maryland Retail Sales Tax and Federal Excise Tax. All quotes shall be exclusive of taxes, where applicable.

E. NEW MATERIAL

The Contractor represents that the supplies and components to be provided under this contract are new (not used, reconditioned or deteriorated). If at any time during the performance of this contract, the successful Contractor believes that the furnishing of supplies or components, which are not new, is necessary or desirable, they shall notify the College immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the College if authorization to use such supplies is granted.

F. NON-VISUAL ACCESS

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

G. REVISIONS AND CHANGES TO CONTRACT

The college, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Anne Arundel Community College before the firm performs additional work on the project. The firm cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of services unless a price for those products or services has been negotiated with the college, and the firm has received a signed contract amendment from the Purchasing office.

If revisions or changes are required in connection with this contract which, in the opinion of the college, are rendered necessary as a result of the firm's services or the firm's subcontractor services, if any, or if the firm's work is determined by the college to be inferior, defective or not in accordance with terms of the firm's quote and subsequent contract, the firm must, promptly upon receipt of notice from the college, and without expense to the college:

1. Place in satisfactory condition in every particular all such work and correct all defects therein;
2. Make good all work, which in the opinion of the college is the result of failure on the part of the firm to respond to or correctly complete the terms of the contract.

If the firm, after notice, fails to proceed promptly to comply with the terms of the guarantee, the college may have the work corrected by another company and the firm will be liable for any and all expenses incurred.

H. CONFIDENTIALITY

The Contractor acknowledges that during the engagement [he or she] may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the college and/or used by the college in connection with the operation of

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its business including, without limitation, the college's business and processes, methods, student lists, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this engagement with the college. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the college, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the college. The Contractor shall not retain any copies of the foregoing without the college's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the college, the Contractor shall immediately deliver to the college all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the college and shall at all times preserve the confidential nature of [his or her] relationship to the college and of the services hereunder.

I. CONFIDENTIAL AND SENSITIVE INFORMATION (CSI)

All service providers that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the college's Identity Theft policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the college. The point of contact is required to notify the Chair of the Red Flags Committee and report the incident, provide the Chair with the contact information of the service provider, and assist the Chair as necessary in incident reporting and resolution. All service providers that process, store or transport CSI provided by the college are required to give the college sufficient documentation to assess the provider's data security risk.

J. NON-PERFORMANCE OF WORK

Determinations of non-performance of the work will be made jointly by the college and the firm's representatives.

Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:

1. The Work was not performed in strict accordance with the RFQ and scope of services.
2. The Work was not performed within the allotted time frame.
3. The Work as required by the RFQ and scope of services was not entirely completed.

The above list is not exhaustive of all conditions that determine non-performance of work.

Determination of non-performance of work may be grounds for the firm's termination from this contract.

K. GOVERNING LAW

Any contract awarded as a result of this RFQ will be governed by the laws of the State of Maryland. The successful firm will be required to observe and comply with all Federal, State, and local laws, ordinances, orders, codes and regulations, including but not limited to, those relating to undocumented workers and the Uniform Commercial Code, all existing at the time of, or as amended subsequent to, the execution of a contract which in any manner affects the contractual requirements. Furthermore, all employees of the firm working anytime at Anne Arundel Community College must be in compliance with the State of Maryland Annotated Code Article 11-701 - 11-721 Criminal Procedure for Sex Offenders and the firm is prohibited from staffing this contract with any individual who has been convicted of any act requiring registration under this article.

Any contract awarded as a result of this RFQ will require that only United States citizens and/or persons legally authorized to work in the United States be employed on this project. It is the responsibility of the firm to ensure that all work performed under the awarded contract be done in strict compliance with all applicable Federal,

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State and local laws and regulations. In the event that a provision or specification in this RFQ is in conflict with applicable laws and regulations, the firm must inform the college, indicate such in its quote and propose alterations to the conditions specified.

As required by Maryland law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the college, compliance with this law is mandatory.

L. ACCESSIBILITY

If the solution, services or deliverables include any information or communication technology containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the vendor hereby warrants that the products and/or services to be provided under this Agreement comply with applicable College standards, including Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0-AA), Section 508 Standards for Electronic and Information Technology and/or the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1, as applicable. The vendor agrees to: (1) provide the College with its accessibility testing results and written documentation verifying accessibility, such as a Voluntary Product Accessibility Template ("VPAT"), upon request; (2) promptly respond to and resolve accessibility complaints; and (3) indemnify and hold the College harmless in the event of claims arising from inaccessibility.

M. PROTEST TO QUOTE RESULTS

An interested party (actual bidder, offeror or contractor) may protest an award or proposed award of a contract for goods or services to all publicly solicited items or services with a value of \$50,000 or more. The protest must be submitted in writing, addressed to the Director of Purchasing & Contracting, and be clearly marked as "Protest" on the outside of the envelope, or in the email subject line, within seven days of the announcement of award.

N. Conditional Quotes will not be accepted. This includes statements from vendors that will incorporate the Vendor's terms and conditions and void and/or override the College's terms and conditions.

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9.0 FIRM'S QUOTE

The undersigned has examined the RFQ prepared by Anne Arundel Community College, hereby submits a Quote in accordance with **RFQ C2022-3-Q, Data Communications Maintenance**, including addenda issued prior to date of receipt of Quotes which is/are accepted under "Acknowledgement of Addenda" in this RFQ, for the following proposed prices:

****The College reserves the right to award all, some, or none of the items listed in Appendix A****

Pricing & Specifications – Appendix A (Excel Document) - BASIS FOR AWARD

State delivery date after receipt of order: July 1, 2021

- **Prompt Payment Discount:** _____
- **Higher Education Discount (discount shall be reflected in quoted prices above):**

10.0 SUBMITTAL OF QUOTES

By submitting a Quote, the undersigned also hereby agrees that from its review of the RFQ and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Quote. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed. **Delivery costs shall be included in price quote.**

11.0 ACCEPTANCE OF QUOTES

The undersigned agrees that this Quote may be held by the College for a period not to exceed 180 days from the date stated for opening of Quotes. If written notice of acceptance of this Quote is mailed, or delivered to the undersigned within the time noted above, after the date of the opening of Quotes, or at any time hereafter before this Quote is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the College in accordance with the Quote as accepted. It is understood and agreed that the College reserves the right to award the contract in its best interests, to reject any and all Quotes, to waive any informalities in the Quotes, and to hold all Quotes for the period above noted.

12.0 TIME FOR COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the work within the time frame specified within the RFQ.

13.0 DECLARATION OF INTEREST

The undersigned firm, declare(s) that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the Quote, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this Quote is made without previous understanding, agreement or connection with any person, firm or corporation submitting a Quote for this same project and is, in all respects, fair and without collusion or fraud.

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SIGNATURE OF FIRM:

Company Name

Contact Name

Street Address

Phone Number

City, State, Zip

Signature of Authorized Representative

E-Mail Address

Today's Date

NOTE: If awarded a contract, the successful vendor will be required to self-register in the college's eProcurement system.

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ACKNOWLEDGEMENT OF ADDENDA

_____ (Company Name) acknowledges receipt of the following Addenda:

ADDENDA NUMBER*	DATED

Signature of Authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Today's Date

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No Response Form/Explanation

Project Name: Data Communications Maintenance

Project Number: C2022-3-Q

VENDOR:

If it is the intent of your company to **not** provide a response to this request, please provide an explanation. Anne Arundel Community College (AACC) is interested in the reason(s) for your "no-response" since AACC wants to ensure that the procurement process is fair, non-restrictive, and attracts maximum participation from interested companies.

Please complete and Email to: Mlscherer@aacc.edu

Please indicate your reason for a "NO RESPONSE:"

- Unable to meet the requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation
- Unable to meet time frame established for start and or completion of project
- Not enough time to prepare a response.
- Received too late to submit a bid. Received on: _____
- Please remove our company's name from receiving similar type solicitations.

Other (Please explain):

Your response will be reviewed and placed in the solicitation file. Your input will assist AACC in determining changes necessary to increase participation in the solicitation process.

Company Name

Today's Date

Address (City, State, Zip)

Contract Name

Phone Number

Email

END OF DOCUMENT