



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

## REQUEST FOR BIDS

No. 2020-002

## PURCHASE OF CISCO NETWORK EQUIPMENT

**Solicitation Issued:** July 08, 2019

**Bids Due:** August 08, 2019 **Time:** 3:00pm

**Bids Submitted To:** Rick Rowles, Network Operations Specialist II  
City of Gaithersburg  
City Hall  
31 South Summit Avenue  
Gaithersburg, MD 20877

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**MAYOR**  
Jud Ashman

**COUNCIL MEMBERS**  
Neil Harris  
Laurie-Anne Sayles  
Michael A. Sesma  
Ryan Spiegel  
Robert T. Wu

**CITY MANAGER**  
Tony Tomasello

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## SECTION 1: Definitions

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**Bid Proposal:** “Bid Proposal” means the offer submitted to the City by a Bidder in response to this Solicitation.

**Bidder:** “Bidder” means any Person submitting a Bid Proposal in response to this Solicitation.

**City:** “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

**City Manager:** “City Manager” means the City Manager of the City or his or her designee.

**Contract:** “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

**Contractor:** “Contractor” means the Bidder awarded the Contract.

**Lowest Responsive Bid Proposal:** “Lowest Responsive Bid Proposal” means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

**Mayor and Council:** “Mayor and Council” means the Mayor and City Council of the City.

**Person:** “Person” means any individual, or association or business recognized by law.

**Procurement Webpage:** “Procurement Webpage” means <http://www.gaithersburgmd.gov/government/procurement>.

**Responsible Bidder:** “Responsible Bidder” means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

**Services:** “Services” means the goods and/or services described in this Solicitation and to be provided to the City by the Contractor under the Contract.

**Solicitation Documents:** “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

**Solicitation Schedule:** “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

**Solicitation:** “Solicitation” means Request for Bids.

**Submission Deadline:** “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, by which all Bid Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

## **SECTION 2: Introduction and Notices to Bidders**

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### **2.1. INTRODUCTION**

The City is seeking sealed bid proposals from authorized Cisco resellers for the purchase and delivery of eleven (11) Cisco network switches, one (1) Cisco wireless LAN controller, thirty-two (32) Cisco access points, and various accessories in accordance with the attached terms, specifications, and general conditions. The equipment is a combination of Cisco Nexus 9k, Catalyst 9300, and Catalyst 9200 series switches and a Catalyst 9800-40 WLC with 3802i and 1562D access points. The City does not require any professional services as part of this solicitation.

### **2.2. CITY PROFILE**

- A. Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.
- B. The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. DISCLAIMER**

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Bid Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

### **2.4. ACCEPTANCE**

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

### **2.5. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

**2.6. RESTRICTED DISCUSSIONS**

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by any Bidder who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

**2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

- A. Bidders must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Bidders must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

**2.8. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Division by phone at 301-258-6320 or by email to [procurement@gaithersburgmd.gov](mailto:procurement@gaithersburgmd.gov).

**~ END OF SECTION 2 ~**

## **SECTION 3: Solicitation Schedule and Information**

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### **3.1. SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>07/08/2019</b>	<b>N/A</b>
<b>B. Bidder Questions Due in Writing:</b> See Subsection 3.3 for additional information	<b>07/18/2019</b>	<b>by 3:00 PM</b>
<b>C. City's Answers to Questions Issued:</b> See Subsection 3.4 for additional information	<b>07/25/2019</b>	<b>by 5:00 PM</b>
<b>D. Submission Deadline:</b> See Subsection 4.2 for additional information	<b>08/08/2019</b>	<b>by 3:00 PM</b>
<b>E. Public Bid Proposal Opening:</b> See Subsection 4.2 for additional information	<b>08/08/2019</b>	<b>at 3:05 PM</b>

### **3.2. SUBMISSION OF BIDDER QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Rick Rowles, Networks Operations Specialist II, at rick.rowles@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

### **3.3. CITY'S ANSWERS TO BIDDER QUESTIONS**

The City's answers to questions submitted by Bidders will be posted by addendum on the Procurement Webpage on the date specified in the Solicitation Schedule.

**~ END OF SECTION 3 ~**

## **SECTION 4: Bid Proposal Preparation and Submission Instructions**

### **4.1. BID PROPOSAL PREPARATION**

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized bid proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include material organized into sections as follows:

#### **A. Business Profile**

This section of the Bid Proposal shall include a cover letter, which is prepared on official business stationary and is signed by an individual authorized to bind the Bidder to its Bid Proposal. In addition, the cover letter shall include the name, business title, address, email address and telephone number of an individual to whom the City should direct correspondence.

#### **B. Capability and Qualifications**

This section of the Bid Proposal shall describe the capabilities and qualifications of and the resources available to the Bidder to provide the Services (not more than two [2] pages in length). The Bidder shall be an authorized Cisco reseller and all equipment delivered shall be new. The bidder shall have a have a minimum of one (1) year of experience in providing services equal to or greater in scope and cost to those under this Solicitation.

#### **C. Product Information**

This section of the Bid Proposal shall include a breakdown of the parts and quantities of the requested equipment. An example can be seen in Exhibit A of this solicitation. This will be used to verify that the proposals include all the requested equipment.

#### **D. Required Forms**

I. This section of the Bid Proposal shall include the following completed forms, blank copies of which are included in Attachment A hereto:

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information

II. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder.

#### **E. Pricing**

This Section of the Bid Proposal shall include a completed and signed bid proposal price sheet, a blank copy of which is included in attachment A hereto.

### **4.2. BID PROPOSAL SUBMISSION**

The Bidder shall submit complete sets of its Bid Proposal in a sealed package ("Bid Proposal Package") in accordance with and subject to the following instructions and conditions:



- A. The Bid Proposal Package shall contain the following:
- I. One (1) original paper Bid Proposal.
  - II. One (1) identical digital copy of the original paper Bid Proposal on a compact disc or flash drive. The digital copy shall be a single combined file in portable document format (PDF).
- B. The following information shall be printed clearly on the outside of the Bid Proposal Package:
- Solicitation Number
  - Solicitation Title
  - Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be addressed to the person and submitted to the location shown below; Bid Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive. Bid Proposals shall be publicly opened and read aloud immediately following the Submission Deadline.
- Rick Rowles, Network Operations Specialist II  
City of Gaithersburg  
City Hall  
31 South Summit Avenue  
Gaithersburg, MD 20877
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.
- E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

**~ END OF SECTION 4 ~**

## **SECTION 5: Solicitation and Contract Terms and Conditions**

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The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

**5.1. HEADINGS**

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

**5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS**

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

**5.3. ACCURATE INFORMATION**

The Bidder certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

**5.4. ADDENDA AND AMENDMENTS**

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

**5.5. ALTERNATE BID PROPOSALS**

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

**5.6. BINDING BID PROPOSAL**

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

**5.7. CONFIDENTIALITY**

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

**5.8. CONTRACT AWARD**

- A. It is the intent of the City to award the Contract to one (1) Bidder. The City reserves the right to award the Contract to multiple Bidders and/or to award the Contract in whole or in part. Award shall be to the Responsible Bidder that submits the Lowest Responsive Bid Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days of formal award, the City may withdraw the award and award to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

**5.9. ERRORS IN BID PROPOSALS**

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior written consent of the City and may be cause for the Bid Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

**5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION**

Multiple Bid Proposals submitted in response to this Solicitation by any Bidder under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest and disqualify the Bidder from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Bidders. The City may reject all Bid Proposals if reasonable cause exists for believing that collusion exists among Bidders.

**5.11. LATE BID PROPOSALS**

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**5.12. MODIFICATIONS TO BID PROPOSALS**

The Bidder may only modify its Bid Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

**5.13. RETURN OF BID BONDS**

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

**5.14. OPTIONAL GOODS AND/OR SERVICES**

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

**5.15. SOLICITATION DOCUMENTS**

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

**5.16. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**5.17. USE OF BROKER**

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**5.18. ASSIGNMENT OF THE CONTRACT**

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

**5.19. CHANGES IN GOODS AND/OR SERVICES**

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

**5.20. CONTRACT DISPUTES**

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.

- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

**5.21. DISSEMINATION OF DATA**

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

**5.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

**5.23. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

**5.24. FORCE MAJEURE**

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

**5.25. GOVERNING LAW**

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

**5.26. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**5.27. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**5.28. INDEMNIFICATION**

- A. The Contractor shall agree to indemnify, hold harmless and defend the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses ("Claim") suffered or incurred by the City or any third party resulting from any negligent acts by or errors or omissions of the Contractor, its employees, agents or subcontractors in connection with the performance of the Contract, except that if the City reasonably determines that any indemnified Claim might adversely affect the City, the City may take control of the defense at the City's expense. The Contractor may not consent to the entry of any judgment or enter into any settlement of any Claim without the City's prior written consent, which may not be unreasonably withheld.
- B. In the event of litigation between the City and the Contractor arising under, related to, or in connection with the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party at the arbitration, trial and/or appellate levels.

**5.29. NO LIENS**

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

**5.30. LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

**5.31. NO WAIVER**

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

**5.32. NON-DISCRIMINATION REQUIREMENTS**

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.



**5.33. NONEXCLUSIVE**

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

**5.34. OWNERSHIP OF MATERIALS**

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

**5.35. PATENTS**

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**5.36. INVOICES, PAYMENT TERMS AND TAXES**

The City shall only pay original proper invoices issued in accordance with the following:

- A. Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.
- B. The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.
- C. The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.

**5.37. SUBCONTRACTORS**

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

**5.38. RECORDS**

The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data. The Contractor shall include similar provisions in all subcontracts.

**5.39. SURVIVAL**

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

**5.40. TERMINATION**

**A. Termination for Cause**

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

**B. Termination for Convenience**

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

## **SECTION 6: Special Terms and Conditions**

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### **6.1. INSURANCE**

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
  - I. Comprehensive commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000); and
  - II. Workers' compensation insurance for all non-City employees and workers employed by the Contractor, in an unlimited amount for worker's compensation insurance as required by Maryland law; and for employer's liability insurance, in an amount not less than One Million Dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation of that policy, such that any cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation of the insurance and that such cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor shall also immediately notify the City in writing with a copy of any written notice from the Contractor's insurers of any cancellation or adverse material change in that policy. The Contractor acknowledges and agrees that its failure to provide the City with such notice, a certificate of insurance and/or the failure by the City to demand the delivery of said notice or insurance certificate shall not operate or be deemed to operate as a waiver of the notice, insurance and associated endorsements required under this provision, and the Contractor shall indemnify, defend and hold the City harmless from any liability arising as a result of any such failure(s).

### **6.2. PAYMENTS**

Payments under this contract shall be paid upon the City's acceptance of the network equipment and receipt of an undisputed proper invoice for the same. The City shall only pay invoices issued in accordance with Section 5.36 of this Solicitation.

~ END OF SECTION 6 ~

## **SECTION 7: Specifications**

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This section is to provide a brief overview of the equipment the City is seeking to procure. Please refer to Exhibit A for a more complete breakdown of part numbers and quantities.

### **7.1. CISCO NEXUS 9K SERIES SWITCH**

#### **A. Background Information**

- (1) The City of Gaithersburg intends to purchase two (2) Cisco Nexus 9K series switches with 24x7x4 Solution Support to be used to provide core switching for the City's virtual environment. The intent of this specification is to cover the basic requirements of the equipment, licenses, and/or accessories.

#### **B. Specifications – Cisco Nexus 9K**

##### **B.1. Hardware**

- (1) **Model:** Cisco Nexus 93180YC-EX
- (2) **Part Number:** N9K-C93180YC-EX

##### **B.2. SMARTnet**

- (1) **Level:** Solution Support 24x7x4
- (2) **Part Number:** CON-SSSNP-93180YCX

### **7.2. CISCO CATALYST 9300 SERIES SWITCH**

#### **A. Background Information**

- (1) The City of Gaithersburg intends to purchase four (4) Cisco Catalyst 9300 series switches with 24x7x4 SMARTnet Total Care, four (4) additional 715W power supplies, four (4) stack cables, four (4) stack power cables, and two (2) 8-port 10G uplink modules to be used to provide layer 2 and layer 3 switching. The intent of this specification is to cover the basic requirements of the equipment, licenses, and/or accessories.

#### **B. Specifications – Cisco Catalyst 9300**

##### **B.1. Hardware**

- (1) **Model:** Cisco Catalyst 9300 48 port PoE+
- (2) **Part Number:** C9300-48P-A

##### **B.2. Accessories**

- (1) Additional 715W power Supply (Quantity four (4))
  - PWR-C1-715WAC=

- (2) Stacking Cable (Quantity four (4))
  - STACK-T1-50CM=
- (3) Stack Power Cable (Quantity four (4))
  - CAB-SPWR-30CM=
- (4) Network Module (Quantity two (2))
  - C9300-NM-8X
- (5) C9300 DNA Advantage (Three (3) Year Term)
  - C9300-DNA-A-48-3Y

**B.3. SMARTnet**

- (1) **Level:** SNTC 24x7x4
- (2) **Part Number:** CON-SNTP-C93004PA

**7.3. CISCO CATALYST 9200 SERIES SWITCH**

**A. Background Information**

- (1) The City of Gaithersburg intends to purchase five (5) Cisco Catalyst 9200L series switches with 24x7x4 SMARTnet Total Care and five (5) additional 1kW power supplies to be used to provide layer 2 switching. The intent of this specification is to cover the basic requirements of the equipment, licenses, and/or accessories.

**B. Specifications – Cisco Catalyst 9200**

**B.1. Hardware**

- (1) **Model:** Cisco Catalyst 9200L 48 port PoE+ with 4x 10G fixed Uplinks
- (2) **Part Number:** C9200L-48P-4X-E

**B.2. Accessories**

- (1) Additional 1kW power Supply (Quantity five (5))
  - PWR-C5-1KWAC=
- (2) C9200L DNA Essentials (Three (3) Year Term)
  - C9200L-DNA-E-48-3Y

**B.3. SMARTnet**

- (1) **Level:** SNTC 24x7x4

- (2) **Part Number:** CON-SNTP-C9200L48

7.4. **CISCO CATALYST 9800 SERIES WIRELESS LAN CONTROLLER**

**A. Background Information**

- (1) The City of Gaithersburg intends to purchase one (1) Cisco Catalyst 9800 series WLAN controller with 24x7x4 Solution Support and one (1) additional 750W power supply to be used to replace the City's existing wireless infrastructure. The intent of this specification is to cover the basic requirements of the equipment, licenses, and/or accessories.

**B. Specifications – Cisco Catalyst 9800 WLAN Controller**

**B.1. Hardware**

- (1) **Model:** Cisco Catalyst 9800-40 WLAN Controller  
(2) **Part Number:** C9800-40-K9

**B.2. Accessories**

- (1) Additional 750W power Supply  
• C9800-AC-750W-R=

**B.3. SMARTnet**

- (1) **Level:** Solution Support 24x7x4  
(2) **Part Number:** CON-SSNP-C98004KA

7.5. **CISCO AIRONET WIRELESS ACCESS POINTS**

**A. Background Information**

- (1) The City of Gaithersburg intends to purchase thirty (30) 3802i access points, and two (2) 1562D access points to be used to replace the City's existing wireless infrastructure. The intent of this specification is to cover the basic requirements of the equipment, licenses, and/or accessories.

**B. Specifications – Cisco Aironet Wireless Access Points**

**B.1. Hardware**

- (1) **Model:** Cisco Aironet 3802i Wireless Access Point  
(2) **Part Number:** AIR-3802I-B-K9 (AIR-3802I-BK910 Eco-pack also acceptable)  
(3) **Model:** Cisco Aironet 1562D Wireless Access Point  
(4) **Part Number:** AIR-AP1562D-B-K9

**B.2. Accessories**

- (1) Aironet Cisco DNA Essentials (Three (3) Year term)
  - AIR-DNA-E-T-3Y

**B.3. SMARTnet**

- (1) NO SMARTnet ON ACCESS POINTS

**~ END OF SECTION 7 ~**



## **SECTION 8: Attachments and Exhibits**

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# **ATTACHMENT A**



# City of Gaithersburg

## Addendum and Amendment Acknowledgment

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid Proposal.

Name of Entity: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

### **ADDENDUM/AMENDMENT ACKNOWLEDGMENT**

1.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

2.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

3.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

4.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

5.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Affidavit of Qualification to Bid

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the \_\_\_\_\_ and the duly authorized representative of the entity \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

\*2. The entity \_\_\_\_\_ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a violation of

Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids for public or private contracts.

6. Bidder hereby declares that this Bid Proposal is made without any connection or collusion with any person, entity or corporation making a Bid Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Bid Proposal is accepted, this Bidder will contract to do, for the price stated in the Bid Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Bid Proposal Submission Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **BID PROPOSAL SUBMISSION CERTIFICATION**

The response to Solicitation No. \_\_\_\_\_ as submitted includes this Bid Proposal Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

Printed Name



# City of Gaithersburg

## Conflict of Interest Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: \_\_\_\_\_

\* Federal ID No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

(P) \_\_\_\_\_ (C) \_\_\_\_\_

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

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

### **CONFLICT OF INTEREST CERTIFICATION**

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee or agent of \_\_\_\_\_ is a member, employee,  
*Name of Entity*  
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

\_\_\_\_\_

**Conflict of Interest Certification**

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I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name





# City of Gaithersburg

## Litigation and Lien Information

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **LITIGATION INFORMATION**

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes /  No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<b><u>Case Number</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Summary</u></b>
_____	_____	_____	_____
_____	_____	_____	_____

### **LIENS**

Does your entity have any outstanding mechanics liens?

Yes /  No

If yes, please explain: \_\_\_\_\_

Does your entity have any outstanding tax liens?

Yes /  No:

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Bid Proposal Price Sheet

Solicitation No: 20-002

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

Name of Bidder: \_\_\_\_\_

**MUST MEET ALL MINIMUM SPECIFICATIONS FROM THE SOLICITATION**

Replacement Network Equipment			
DIVISION LINE	BID ITEM DESCRIPTION	UNITS	PRICE
1	Cisco C9300 48-port PoE+ Switch, Network Advantage	4	\$
2	SNTC-24x7x4 C9300 48-port PoE+, Network advantage, 12 Month Term	4	\$
3	C9300 DNA Advantage, 48-port, 3 Year Term License	4	\$
4	Cisco Catalyst 9300 Series 715W Secondary Power Supply	4	\$
5	Cisco Catalyst 9300 Series 50CM Stacking Cable	4	\$
6	Cisco Catalyst 9300 Series 30CM Stack Power Cable	4	\$
7	Cisco Catalyst 9300 Series 8 x 10GE Network Module	2	\$
8	Cisco Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	2	\$
9	Solution Support 24x7x4 Nexus 9300 with 48p, 12 Month Term	2	\$
10	Cisco C9200L 48-Port PoE+ 4 x 10G Switch, Network Essentials	5	\$
11	SNTC-24x7x4 C9200L 48-Port PoE+ 4 x 10G, Network Essentials, 12 Month Term	5	\$
12	C9200L DNA Essentials, 48-port, 3 Year Term License	5	\$
13	Cisco Catalyst 9200 Series 1KW Secondary Power Supply	5	\$
14	Cisco Catalyst 9800-40 Wireless LAN Controller	1	\$
16	Solution Support 24x7x4 Cisco C9800-40, 12 Month Term	1	\$
15	Cisco Catalyst 9800-40 750W AC Secondary Power Supply	1	\$
17	Cisco 3802i Wireless Access Point 10 Pack	3	\$
18	Cisco 1560D Wireless Access Point	2	\$
19	Aironet Cisco DNA Essentials 3 Year Term License	32	\$
<b>TOTAL DELIVERED BID PRICE:</b>			<b>\$</b>
<b>APPROXIMATE DELIVERY TIME (NO MORE THAN 45 DAYS FROM CONTRACT EXECUTION):</b>			

By my signature I hereby testify that I am a duly authorized representative of the firm and that I have fully entered, examined and reviewed the items and totals represented on this Bid Proposal Price Sheet and they are accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

# **EXHIBIT A**



Part Number	Description	Service Duration (Months)	Qty
<b>C9300-48P-A</b>	Catalyst 9300 48-port PoE+, Network Advantage	---	2
CON-SNTP-C93004PA	SNTP-24X7X4 Catalyst 9300 48-port PoE+, Network Adva	12	2
C9300-NW-A-48	C9300 Network Advantage, 48-port license	---	2
S9300UK9-169	UNIVERSAL	---	2
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	---	2
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	---	2
CAB-TA-NA	North America AC Type A Power Cable	---	4
STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	2
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	---	2
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	2
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	---	2
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	---	2
C9300-SSD-NONE	No SSD Card Selected	---	2
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	---	2
C9300-NM-NONE	No Network Module Selected	---	2
Part Number	Description	Service Duration (Months)	Qty
<b>C9300-48P-A</b>	Catalyst 9300 48-port PoE+, Network Advantage	---	2
CON-SNTP-C93004PA	SNTP-24X7X4 Catalyst 9300 48-port PoE+, Network Adva	12	2
C9300-NW-A-48	C9300 Network Advantage, 48-port license	---	2
S9300UK9-169	UNIVERSAL	---	2
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	---	2
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	---	2
CAB-TA-NA	North America AC Type A Power Cable	---	4
STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	2
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	---	2
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	2
C1-ADD-OPTOUT	Cisco ONE Add-On Session Opt Out (No Fulfillment)	---	2
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	---	2
C9300-SSD-NONE	No SSD Card Selected	---	2
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	2

Part Number	Description	Service Duration (Months)	Qty
<b>N9K-C93180YC-EX</b>	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	---	2
CON-SSSNP-93180YCX	SOLN SUPP 24X7X4 Nexus 9300 with 48p	12	2
NXOS-9.2.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3	---	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	---	2
NXA-FAN-30CFM-F	Nexus 2K/3K/9K Single Fan, port side exhaust airflow	---	8
NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	---	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	4
Part Number	Description	Service Duration (Months)	Qty
<b>C9200L-48P-4X-E</b>	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	---	5
CON-SNTP-C9200L4X	SNTP-24X7X4 Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	36	5
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	---	5
PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	---	5
CAB-TA-NA	North America AC Type A Power Cable	---	10
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	---	5
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	36	5
C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	---	10
Part Number	Description	Service Duration (Months)	Qty
<b>C9800-40-K9</b>	Cisco Catalyst 9800-40 Wireless Controller	---	1
CON-SSSNP-C98004KA	SOLN SUPP 24X7X4 Cisco Catalyst 9800-40 Wireless Controll	12	1
SC980040K9-1610	Cisco Catalyst 9800-40 Wireless Controller	---	1
C9800-AC-750W-R	Cisco Catalyst 9800-40 750W AC Power Supply, Reverse Air	---	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	---	2
C9800-AC-750W-RED	Cisco Catalyst 9800-40 750W AC Power Supply, Reverse Air	---	1

Part Number	Description	Service Duration (Months)	Qty
<b>AIR-AP3802I-BK910</b>	802.11ac W2 10 AP w/CA; 4x4:3SS; Int Ant; mGig -B Domain	---	3
WLC-AP-T	Aironet AP License Term Licenses	---	30
WLC-AP-T-3Y	Aironet AP License 3 Year Term License	36	30
PI-LFAS-AP-T	Prime AP Term Licenses	---	30
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	30
AIR-AP3802I-BBULK	BOM Level AP3800i Bulk PID for B Domain	---	30
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	---	30
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	---	30
SW3802-CAPWAP-K9	Cisco Aironet 3800 Series CAPWAP Software Image	---	30
AIR-DNA-E	Aironet CISCO DNA Essentials Term Licenses	---	30
AIR-DNA-E-3Y	Aironet CISCO DNA Essentials 3 Year Term License	36	30
AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	---	30
AIR-DNA-E-T	Aironet AP License Term Licenses	---	30
AIR-DNA-E-T-3Y	Aironet CISCO DNA Essentials 3 Year Term License	36	30
Part Number	Description	Service Duration (Months)	Qty
<b>AIR-AP1562D-B-K9</b>	802.11ac W2 Low-Profile Outdoor AP, Direct. Ant, B Reg Dom.	---	2
SWAP1560-MESH-K9	Cisco 1560 Series Unified Mesh Mode Software	---	2
Part Number	Description	Service Duration (Months)	Qty
<b>AIR-DNA</b>	CISCO DNA for Wireless - CHOOSE ONLY QTY 1 HERE	---	1
AIR-DNA-TRK-3Y	CISCO DNA Wireless Term Tracker 3Y	36	1
WLC-AP-T	Aironet AP License Term Licenses	---	2
WLC-AP-T-3Y	Aironet AP License 3 Year Term License	36	2
PI-LFAS-AP-T	Prime AP Term Licenses	---	2
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	2
AIR-DNA-E	Aironet CISCO DNA Essentials Term Licenses	---	2
AIR-DNA-E-3Y	Aironet CISCO DNA Essentials 3 Year Term License	36	2
AIR-DNA-E-T	Aironet AP License Term Licenses	---	2
AIR-DNA-E-T-3Y	Aironet CISCO DNA Essentials 3 Year Term License	36	2
AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	---	2