



LESMD
LOWER EASTERN
SHORE MARYLAND
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REQUEST FOR PROPOSAL (RFP)

RFP# TCC2020-2001

Collaboration and Development of a new website

LESMD.ORG

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

Tri-County Council for the Lower Eastern Shore of MD
Attention: Procurement Officer
31901 Tri-County Way, Ste. 201
Salisbury, MD 21804

On or before, **May 11, 2020 at 4pm**, after this time bid/proposals will no longer be accepted.

Issued by the Tri-County Council for the Lower Eastern Shore of Maryland

It is the policy of Tri-County Council for the Lower Eastern Shore of Maryland, Tri-County Council Foundation and Maryland Workforce Association not to discriminate on the basis of age, gender, race, color, religion national origin, marital status, sexual orientation, genetic information or disability in the admission and treatment of participants, access to educational programs and activities, and terms and conditions of employment.



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1. PROJECT OVERVIEW

The Tri-County Council for the Lower Eastern Shore of Maryland seeks to partner with an experienced and reputable website development firm to build its new website designed to brand and market the Lower Eastern Shore of Maryland (Somerset, Wicomico and Worcester Counties).

The desired development firm or “vendor” will possess proven experience and credibility with the WordPress CMS platform and a willingness to collaborate closely with TCC staff in the form of video and phone conferences, email correspondence and in person meetings during the span of the project. The Tri-County Council seeks a firm who is highly experienced in the following areas:

- Development of a fully functioning website from a 2-D mock up (already created and will be provided by TCC staff)
- Custom widget and map design
- User experience, mobile device and browser testing
- ADA compliance
- Responsive page design
- E-commerce functionality
- Social media integration
- Search Engine Optimization

It is necessary for the new site (known as LESMD) to be easy to navigate, intuitive and accessible across multiple web browsers and devices. The new platform should not rely heavily on plugins for functionality, rather the back and front-end code should be clean and easy to decipher.

Because of the anticipated high visibility of this new platform TCC staff will practice continuous monitoring, updating and review of analytics to maximize utilization.

2. ORGANIZATION BACKGROUND

Formed by the Maryland legislature in 2001, the Tri-County Council (TCC) is the sole entity responsible for fostering partnerships, collaboration and economic development on a Regional scale for the three counties of the Lower Eastern Shore of Maryland. Since its creation, the TCC has successfully merged the operations of the three-county transit system, the regional workforce development team and a regional economic development function into an 86,000 sq. ft. multi-purpose center located on its 26-acre campus in Salisbury, Maryland.

As the single entity charged with promoting economic development on a regional level in Somerset, Wicomico and Worcester counties, the TCC is excited to begin leveraging its resources and visibility into a professional regional branding and marketing effort.

3. ABOUT THE WEBSITE (LESMD)

LESMD will be the anchor in an overall regional branding strategy for the Lower Eastern Shore of Maryland (Somerset, Wicomico and Worcester Counties). Its primary function is to promote economic development on a regional scale for the three lower counties. There is no existing website to redesign, however, the selected vendor will be provided with detailed 2D design mock-ups of key custom pages to work from. The site URL is secured (LESMD.ORG), with the intention of it being built on the WordPress platform.

Anticipated users will include Lower Shore-based local governments (county and municipal), non-profits, elected and appointed officials, trade and industry groups, economic development professionals and local residents.

4. PROJECT GOALS & OBJECTIVES

The Tri-County Council envisions the LESMD platform will:

- Serve as a credible and identifiable regional resource for businesses, elected officials, regional stakeholders and citizens.
- Be a platform that will showcase and promote economic development efforts on the Lower Eastern Shore of Maryland.
- Be a platform that is user-centric and intuitive with engaging interactive features.
- Provide a “personalized” user experience based on frequented links and preferred areas of interest.
- Be flexible in architecture allowing for growth and the addition of new features when necessary.

5. FUNCTIONALITY & TECHNICAL REQUIREMENTS

- A blogging feature
- Integrated contact form
- Responsive mobile (tablets and phones) and desktop viewing
- Intuitive and fast displays for all operating systems (IOS, Android, Chrome OS)
- Technical compatibility and testing across browsers (Internet Explorer, Chrome, Safari, Firefox, Microsoft Edge)
- No use of Adobe Flash or Java Applets
- Easy automation and back-up
- Customized admin users with unique permissions to specific sections of the site
- Search Engine Optimization and effortless integration of Facebook Pixels and Google Analytics
- Full ADA compliance as it pertains to WC3 Priority 1 Accessibility Guidelines and Section 508 of the US Rehabilitation Act
- Ability to customize each page URL (ex. lesmd.org/insession)
- Easy social media integration including by not limited to Facebook, Twitter, YouTube and Instagram

- No custom or proprietary coding requiring external maintenance. Rather, style sheet code should allow for easy internal maintenance and updates.
- Traditional dropdown and mega menu options. Below are a few examples:
 - <https://www.visitannapolis.org/>
 - <https://discoversouthcarolina.com/>
 - <https://washington.org/>

6. ADA COMPLIANCE

It is required the selected vendor will understand the intricacies of developing a website that is compliant with WC3 Priority 1 Accessibility Guidelines and Section 508 of the US Rehabilitation Act.

7. E-COMMERCE

It is expected that the selected vendor develops an e-commerce ready section for the LESMD platform compatible with the WooCommerce plugin. TCC plans to offer a small inventory of 15 – 20 items such as LESMD branded hats, t-shirts and coffee mugs.

Although this will not be a part of the initial roll-out, TCC expects this feature to be “turnkey”. Because LESMD will not be a strict e-commerce site, we anticipate using PayPal as our payment gateway. TCC is open to recommendations of other reputable credit card processing vendors.

Elements of the e-commerce section should include:

- Landing page
 - Product filtering and sorting
 - Product search functionality
 - Product images and descriptions
- Product page
 - Product image with multiple views and zoom-in functionality
 - Pricing information with the potential to highlight discounts
 - A field to select/change quantity
 - A field to select/change size
 - Product description
 - Social share buttons (including but not limited to Facebook, Twitter, Instagram, Email)
- Shopping cart
 - Tally of products purchased
 - Calculation of total cost
 - Calculation of shipping and sales tax (if applicable)

- Checkout
 - Order summary
 - Recipient contact information
 - Shipping information
 - “Buy now” button

8. CONTENT MANAGEMENT SOFTWARE & HOSTING

The selected vendor will build the site using Wordpress on the www.SiteGround.com hosting platform where TCC has an established account. TCC is responsible for all hosting expenses, including associated annual fees. TCC will provide login credentials to the selected vendor for site development, maintenance and on-going support for the duration of the project.

TCC will be responsible for maintaining the site’s user database. The selected vendor must notify the Tri-County Council of staffing changes in an appropriate timeframe to ensure site security. The selected vendor will assume responsibility for working with TCC staff to secure any and all Personally Identifiable Information (PII), confidential and/or sensitive information.

9. WEBSITE CONTENT

All website content will be provided by the Tri-County Council for the Lower Eastern Shore. The selected vendor will be responsible for the initial load of content for 15 pages which roughly equates to 62 (300 word) articles. TCC anticipates loading 3-5 additional articles per month after the site launch.

It is the expectation that the Tri-County Council will play an active role in providing content for each webpage as it is developed.

10. PRIMARY MENU/NAVIGATION SYSTEM

The selected vendor will create the following page types. Detailed 2-D page mock-ups will be provided, however, the Tri-County Council is open to recommendations on improving site design and functionality.

10.1. PAGE TYPES

Home

- A feature-rich custom designed homepage with flexible widget space and CSS button animations. The menu system should provide options for a mega menu and a traditional drop-down.

Full-width content

- A basic page with no side-bar. This page should have the option for a “ribbon” highlight feature and image buttons with CSS animations.

Accordion menu/content

- A basic page with an accordion menu side-bar that will allow for many links to “live” within a particular page. This page type should have the option to showcase a location specific map, text or images below the accordion menu. There should also be an option for “you also may be interested in” links to related articles below the content and above the footer.

E-commerce

- A page designed for WooCommerce compatibility with shopping cart functionality.

Calendar of Events

- A calendar page with the ability to feature events in a grid format with filter (date, event type, category, etc.).

Map

- A custom page featuring a map that will allow the user to view a curated list of landmarks. It is important that TCC staff have the capability to add and remove landmarks, categories and points of interest as necessary.

Blog

- A blogging feature section divided into two pages:
 - **Landing page** - will feature the highlighted or latest posts. Users will have the ability to toggle between their preferred post topic to reveal an overview of associated blog posts.
 - **Content page** – the page for a selected article/blog post. This page will feature “related post” links to related articles.

10.2. MENU

PRIMARY MENU

- Home
- In Session
- Economic Engines

- Emphasis on Education
- Projects in Perspective

SECONDARY MENU

- Entrepreneurism and Innovation
- Maps
- Regional Stars
- Shop (e-commerce)
- About
- Contact
- Events

11. MODULES/PLUGINS

In the event the selected vendor recommends a plugin or module that will enhance the functionality of the website, it should be listed as a separate line item within the vendor's proposal response. All associated costs including the initial purchase price and any reoccurring fees must be clearly itemized for consideration.

12. USER ROLES AND ACCESS CAPABILITIES

Super-user/Administrator

- Unrestricted administrative access to the entire website, including the developers code. Complete control over all website content, themes, plugins, widgets, user permissions, taxonomies (categories, tags, etc.), media files, menus, settings and customizations.

Editor

- Permission to access and edit website content only. This excludes the modification of themes, plugins or widgets.

Contributor

- Access to post articles and blog posts only.

13. OWNERSHIP

The website content, design, visuals, code and all products of this contract will be owned by or have ownership transferred to the Tri-County Council for the Lower Eastern Shore, with no license being created. Furthermore, it is required that TCC staff will have the ability to migrate content to and from the site at any point after completion of the project.

14. DELIVERABLES

At the conclusion of this project, the selected vendor will be responsible for delivering the following:

- Project development schedule including testing, quality assurance, and go-live dates
- A fully functioning website with all page templates described section 10.1.
- Comprehensive documentation detailing:
 - Homepage setup
 - Custom logo & favicon upload
 - Navigation settings (primary, secondary and footer menu along with footer widgets)
 - Header image
 - Content setup
 - Social icons
 - Content management
 - Adding and deleting pages
 - Editing page templates
 - Adding content (text, video, photo gallery, events, maps)
 - Styling (theme colors, menu locations, typography)
 - Plugin and widget set up and management
 - Blog post management
 - Page template use
 - Post formats
 - Accessibility
 - E-commerce setup

15. CRITERIA FOR SELECTION

Below are the criteria that will be used to evaluate each proposal. The contract will be awarded to the organization which best matches the following requirements:

- Expertise with developing original websites for WordPress
- Completeness of proposal and submitted documentation
- Openness to collaborate
- Evaluation of submitted project examples
- Availability to attend video or phone conferences between 8 am – 4:30 pm Eastern Standard Time
- Organization must be incorporated as a legal entity in good standing

16. PROPOSAL REQUIREMENTS

Please include the following in your proposal response.

Each section of the proposal is assigned a point value that represents the maximum score that can be achieved for the section. The maximum point value for all sections is 100 points and will be

graded on the factors below; details are included but not limited to the questions below and further explanation may be provided. The proposals are evaluated, assessed and rated based on the required project narrative and include the following grading factors:

Qualifications (15 points)

Introduction

- Please provide your company name, location and an in-depth description of your services and web development capabilities.
- List the personnel who will be working on this project. Include their past experience and area of expertise.
- If applicable, please provide information for any subcontractors your organization is in partnership with including their legal name, contact information and role within the company.

Related Experience/References (20 points)

Please provide three (3) references showcasing relevant experience in regard to website design and development. Each reference should include:

- Organization/company name and website URL.
- First and last name of contact, email and phone number.
- Description of the services provided.

Documentation, Training, and Support (20 points)

- What type of documentation can be expected at the conclusion of this project?
- Describe the level of training that will be provided to TCC staff prior to launch.
- Describe the type of support that is available after the site launch.

Project Plan/Compliance (25 points)

Show methodology needed to achieve a successful website launch.

- Please provide an overview of a proposed project schedule from kickoff to launch.

Cost (20 points)

- Please provide a clear and detailed pricing structure for the proposed project including software support, staff training and maintenance.

17. WARRANTY & SITE MAINTENANCE

It is required that warranty and site maintenance be included with the proposed solution for a minimum 6 months post site launch. This is to cover general inquiries, technical assistance, software updates, functionality defects, coding errors, software bugs and associated development repairs not discovered during the project development period. The warranty will begin after the site has gone “live”.

Please include a line item detailing the hourly rate for technical support and site maintenance after the initial six-month warranty, with the option of two (1) year extensions.

18. TRAINING

Training for up to five site administrators is required prior to the launch of the completed site. This may be done via video conference or in-person. The vendor must include an hourly rate quote for training in the proposal. It is the expectation that a minimum of 16 hours will be necessary.

Further training may be required, therefore, it is expected that the hourly rate quoted be honored for up to 12 months’ post site launch. Follow-up training must be available to be scheduled within two weeks of the request.

19. FINALIST INTERVIEWS

If necessary, the highest ranking proposals will be invited to present their development solution to TCC staff in person or via online conference. Each presentation should include:

- A summary of project timelines and goals
- The proposed development solution
- A walkthrough of a completed project with web features comparable to LESMD

TCC reserves the right to award the contract without holding candidate interviews. If interviews will not be held, the decision will be documented and communicated to proposal submitters.

20. COMMUNICATION

The Tri-County Council for the Lower Eastern Shore operates from 8 am – 4:30 pm EST, Monday – Friday. The selected vendor must be available for communication during that timeframe.

TCC staff and the vendor will work collaboratively for the duration of the project. Correspondence will be primarily by email. Video conferences and phone calls will also be utilized, provided that all information discussed is summarized and disseminated to TCC project members by email afterwards. TCC expects to meet monthly regarding project status updates.

21. PROJECT TIMELINE

| | |
|--|----------------------|
| RFP Release Date | March 30, 2020 |
| Written Questions Due | April 13, 2020, 12pm |
| Response to Vendor Questions | April 20, 2020, 12pm |
| Proposal Deadline | May 11, 2020, 4pm |
| Completion of Proposal Evaluations | May 18, 2020 |
| Finalist interviews – IF NEEDED | May 26-28, 2020 |
| Final Vendor Selection | June 1, 2020 |
| Project initiation | June 29, 2020 |
| Anticipated Website Launch | January 4, 2021 |

22. SUBMISSION INSTRUCTIONS

BIDS ARE TO BE EITHER MAILED OR EMAILED TO:

Tri-County Council for the Lower Eastern Shore of Maryland
Attention: Procurement Office
31901 Tri-County Way, Ste. 201
Salisbury, MD 21804
OR emailed to: procurement@tcclesmd.org.

Should you have any questions about this request for quote, you must email Procurement no later than April 13, 2020 at 12 PM.

All bids are due on or before May 11, 2020 at 4:00 PM, after this time quotes will no longer be accepted.

23. CONFLICT OF INTEREST

1. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a TCC contract shall provide notice of the requirement of this regulation.
2. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to TCC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

3. "Person" has the meaning stated in COMAR 21.01.02.01 and includes a bidder, offer or, contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
<http://www.dsd.state.md.us/comar/getfile.aspx?file=21.01.02.01.htm>
4. If the Executive Director makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the Executive Director may reject a bid or offer under COMAR 21.06.02.03B.
<http://www.dsd.state.md.us/COMAR/getfile.aspx?file=21.05.08.08.htm>
5. After award TCC may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Administrative Office, the Executive Director may terminate the contract for default, institute proceedings to debar the Contractor from further TCC contracts, or pursue such other remedies as may be permitted by law or the contract.
6. A conflict of interest may be waived if the Executive Director, with approval of the Executive Board or designee, determines that waiver is in the best interest of TCC. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
7. Each bidder or offer or responding to a solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another TCC contract shall provide the affidavit and disclosures set forth in Subsection (8) of this regulation to the Administrative Office with the bid or offer and such other times as may be required by the Executive Director.

24. PROTEST POLICY

All protests relating to solicitations, selections, and/or awards made by TCC on behalf of TCC-Shore Transit, TCC-LSWA, the Executive Department, the Multi-Purpose Center (MPC), the Administration Department, or TCCF must be filed in writing and received via certified mail no later than ten (10) calendar after the basis for protest is known or should have been known, whichever comes first. The date of notification shall be the date posted to the TCC procurement website:
<http://www.tcclesmd.org/departments/procurement.aspx>. Protest based upon alleged improprieties in any type of solicitations that are apparent before the proposal opening or the closing date for receipt of initial proposals must be filed before proposal opening or the closing date and time for the receipt of the proposal. Any protest filed after the time limit prescribed above will not be considered.

The notice of appeal shall specifically state that an appeal is being made and which decision is being appealed. Oral protests will not be considered. Protests will only be considered valid if the

protester is an “interested party”. An “interested party” is an actual or prospective bidder, offeror or contractor that may be aggrieved by the solicitation or award of a contract or by the protest.

The written protest must include at a minimum, the name and address of the protestor, identification of the procurement, and, if a contract has been awarded, its number. If known, reason(s) for the protest and supporting exhibits, evidence or documents must also be included to substantiate any claims unless not available within the filing time, in which case the expected availability date must be indicated.

The protest must be labeled on the outside of the envelope, “Attention: Bid Award Protest” and the letter shall be directed to: Tri-County Council Procurement, 31901 Tri-County Way, Suite 201, Salisbury, MD 21804.

Any additional information requested of the protestor by the TCC, must be submitted within five (5) days after receipt of notification in order to expedite consideration of the protest. Failure to comply with a request for information by TCC may result in a resolution of the protest without consideration of any information that is untimely filed pursuant to such request.

Upon written request, TCC will make available to any interested party information that bears on the substance of the protest except when information is proprietary or otherwise permitted or required to be withheld by law or regulation. See [Maryland Public Information Act](#).

The initial protest will be directed to the TCC Executive Director, TCC Board or Legal Counsel. The protest will be reviewed and a decision will be rendered within seven (7) days of the receipt of the protest. A certified letter shall be sent to the protestor stating a concurrence or denial of the protest with supporting explanation. The certified letter shall constitute the final decision of TCC. Protesters who do not agree with the final decision of TCC are directed to the courts.

The decision of TCC shall be final except in instances of:

1. Violations of Federal law or regulations
2. Violations of TCC protest procedure or the failure of TCC to review a protest or complaint

ATTACHMENT 1 - FEDERAL CLAUSES

Federal Assurances, Certifications and other Modal Clauses are required to be included with associated procurements. Therefore, for your submission to be considered complete, the below documents must be signed and returned with your proposal. Failure by the Contractor to complete, sign or include the below listed documents in their Proposal may result in the rejection of their Proposal.

Federally Required Assurances, Certifications, and other Modal Clauses include:

- Termination Clauses
- Energy Conservation
- Debarment and Suspension

TERMINATION CLAUSES

The following requirements apply to the underlying contract:

(a) **Termination for Convenience (General Provision)** – The Tri-County Council (TCC) may terminate this contract, in whole or in part, at any time by written notice to The Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TCC to be paid. If The Contractor has any property in its possession belonging to TCC, The Contractor will account for the same, and dispose of it in the manner TCC directs.

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

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

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

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

(d) **Waiver of Remedies for any Breach** in the event that TCC elects to waive its remedies for any breach by The Contractor of any covenant, term or condition of this contract, such waiver by TCC shall not limit TCC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

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

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

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

(g) Termination for Default (Transportation Services) - If The Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if The Contractor fails to comply with any other provisions of this contract, TCC may terminate this contract for default. TCC shall terminate by delivering to The Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while The Contractor has possession of any properties belonging to TCC, The Contractor shall, upon direction of TCC, protect and preserve the goods until surrendered to TCC. The Contractor and TCC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

(h) Termination for Default (Construction) - If The Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension, or fails to complete the work within this time, or if The Contractor fails to comply with any other provisions of this contract, TCC may terminate this contract for default. TCC shall terminate by delivering to The Contractor a Notice of Termination specifying the nature of the default. In this event, TCC may take over the work, and complete it by contract or otherwise, and may take possession of, and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to TCC resulting from The Contractor's refusal or failure to complete the work within specified time, whether or not The Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by TCC in completing the work.

The Contractor's right to proceed shall not be terminated nor The Contractor charged with damages under this clause if:

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

2. The Contractor, within ten (10) days from the beginning of any delay, notifies TCC in writing of the causes of delay. If in the judgment of TCC, the delay is excusable, the time for completing the work shall be extended. The judgment of TCC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of The Contractor's right to proceed, it is determined that The Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of TCC.

(i) Termination for Convenience or Default (Architect and Engineering) - TCC may terminate this contract in whole or in part, for TCC's convenience or because of the failure of The Contractor to fulfill the contract obligations. TCC shall terminate by delivering to The Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, The Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to The Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

The termination is for the convenience of TCC. The Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of The Contractor to fulfill the contract obligations, TCC may complete the work by contract or otherwise, and The Contractor shall be liable for any additional cost incurred by TCC. If, after termination for failure to fulfill contract obligations, it is determined that The Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of TCC.

(j) Termination for Convenience of Default (Cost-Type Contracts) - TCC may terminate this contract, or any portion of it, by serving a Notice of Termination to The Contractor. The notice shall state whether the termination is for convenience of TCC or for the default of The Contractor. If the termination is for default, the notice shall state the manner in which The Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from TCC, or property supplied to TCC. If the termination is for default, TCC may fix the fee, if the contract provides for a fee, to be paid to The Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TCC and the parties shall negotiate the termination settlement to be paid The Contractor.

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

ENERGY CONSERVATION

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

DEBARMENT AND SUSPENSION

The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

The Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Tri-County Council. If it is later determined that the Contractor or proposer knowingly rendered an erroneous certification, in addition to remedies available to TCC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____