

# Request for Proposals (RFP)



State of Maryland  
Department of Information Technology (DoIT)

## **Assistive Telecommunications Equipment (ATE) and Associated Peripherals**

PROJECT NO. 060B4400010

Issue Date: May 1, 2014

### **NOTICE**

Prospective Offerors who have received this document from the Department of Information Technology's website or eMaryland Marketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

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# STATE OF MARYLAND

## NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to propose on this Request for Proposals, please email this completed form to the Procurement Officer's email address.

Title: **Assistive Telecommunications Equipment (ATE) and Associated Peripherals**

Project No: 060B4400010

A) If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the proposal is.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (insufficient Explain in REMARKS section.)
- Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.

Other: \_\_\_\_\_

B) If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

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Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

## KEY INFORMATION SUMMARY SHEET

RFP Title:	<b>Assistive Telecommunications Equipment (ATE) and Associated Peripherals</b>
Project Number (RFP #):	060B4400010
RFP Issue Date:	05/01/2014
Questions Due Date and Time:	05/13/2014 at 02:00 P.M. Local Time
Proposal Date and Time:	05/29/2014 at 02:00 P.M. Local Time
RFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions to:	Dale Eutsler Dale.Eutsler@Maryland.gov
Send Proposals to:	Maryland DoIT 45 Calvert Street, Room 445A Annapolis, MD 21401 Attn: Dale Eutsler
Procurement Officer:	Dale Eutsler Office Phone Number: 410-260-7863 Office Fax Number: 410-974-5615 E-mail address: Dale.Eutsler@Maryland.gov
Contract Manager:	Brenda Kelly-Frey Office Phone Number: 410-767-5891 Office Fax Number: 410-767-4276 E-mail address: Brenda.Kelly-Frey@Maryland.gov
Type:	Fixed price only
Contract Duration	5 years
MBE Goal:	0 % with sub-goals for Women-owned of 0%, African American-owned of 0 % and Hispanic American-owned of 0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Pre-proposal Conference:	There will not be a Pre-Proposal Conference.

# SECTION 1 - GENERAL INFORMATION

## 1.1 SUMMARY STATEMENT

1.1.1 Maryland Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to obtain Master Contractors to provide assistive telecommunications equipment and associated peripherals in indefinite quantities. The goal is to allow the State and local governments to purchase a variety of assistive telecommunications devices for distribution to individuals of specific need, where all devices meet the requirements of State Finance and Procurement Article Section 3-501.

The Master Contracts resulting from this RFP will provide the State and local governments with the flexibility of obtaining assistive telecommunications equipment and associated peripherals quickly and efficiently by Purchase Order Invitation for Bids (POIFBs) or Purchase Order Requests for Proposals (PORFPs) as to Functional Areas defined in this RFP and specific to their needs.

1.1.2 DoIT intends to award a Master Contract to an unlimited number of Offerors who are authorized by the Manufacturer(s) or Distributor(s) to sell the proposed Product Lines and services, as demonstrated by Letters of Authorization from the Manufacturer or Distributor of the hardware submitted in accordance with the procedure set forth in Section 2.4.1, and who are also determined by the State to be responsible and technically qualified. Offerors may propose to any or all of the eleven Functional Areas identified in Section 2 Scope of Work. Following award, a list of Master Contractors will be maintained by DoIT by Functional Area in a published Manufacturer / Master Contractor matrix. Master Contractors may provide Products, services or maintenance only as authorized by a Manufacturer or Distributor from whom they have a Letter of Authorization.

As noted, it is the State's intention to obtain equipment and associated peripherals, as specified in this RFP, in an indefinite quantity; however, these contracts will not be construed to require the State to purchase exclusively from any Master Contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to any Master Contractor.

1.1.3 The Master Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

1.1.4 Throughout the term of the Master Contract, each request for equipment, associated peripherals and/or extended warranty will be issued by the Requesting Agency in a POIFB or PORFP. Each POIFB or PORFP will identify the desired deliverable and the applicable Functional Area. All Master Contractors for the specific Functional Area identified in the POIFB or PORFP will be invited to compete for award. Based upon the proposals received for each POIFB or PORFP issued by the Requesting Agency, a Master Contractor will be selected to provide the items identified in the POIFB or PORFP. A Purchase Order (PO) will then be issued by the Requesting Agency to the selected Master Contractor.

1.1.5 Master Contractors may add Manufacturers' Products and/or services throughout the life of the Master Contract by submitting Letters of Authorization from the Manufacturer or Distributor of the hardware in accordance with the procedure set forth in Section 2.4.1.

Neither a POIFB, PORFP, nor any subsequent purchase order may, in any way, conflict with or supersede the Master Contract's terms and conditions.

- 1.1.6 During the Master Contract term, a Master Contractor shall notify DoIT promptly, if at any time, its authorization for products and warranties under a Functional Area where they have been previously approved for contract award has terminated, or changed the Master Contractor's ability to provide products/services. If DoIT feels it is necessary, DoIT will initiate a modification to that Master Contract accordingly. Promptly is defined as within 30 days of termination or change.
- 1.1.7 DoIT may initiate proceedings to terminate a Master Contract in whole or in part if the Master Contractor fails repeatedly to provide products and/or warranties within the terms and conditions (an example: response times) of the Master Contract or applicable POIFBs or PORFPs.

## **1.2 BACKGROUND**

The Americans with Disabilities Act (ADA) of 1990 requires common carriers to make available Telecommunications Relay Services (TRS) for persons with hearing or speech disabilities. The communications provisions of this Act are designed to make rapid and reliable nationwide communications services available to all individuals in the U.S. and to increase the utility of the telephone system.

In order to expedite implementation of this service within Maryland, as well as to ensure that a level of access and quality was available to persons with a disability that was comparable to standard telecommunications services provided to non-disabled persons, the 1991 Maryland General Assembly enacted House Bill 853, now known as the State Finance and Procurement Article, Title 4; Subtitle 10 of the Annotated Code of Maryland. The bill created a new program, Telecommunications Access of Maryland (TAM), within the Department of Budget and Management (DBM). The bill gave the Department, in consultation with the Governor's Advisory Board for Telecommunications Relay (GABTR), the authority to establish and administer a program to assist eligible program participants to obtain Specialized Customer Premises Equipment (SCPE) in accordance with the State budget.

The TAM office is authorized to operate the Maryland Accessible Telecommunications (MAT) program. This program provides free telecommunications equipment and associated peripherals to deaf, hard of hearing, Deaf-Blind, cognitive, speech and mobility disabled Maryland citizens (the user community) who are on public assistance and unable to afford such equipment for accessing both the Maryland Relay and the public switched telephone network. This RFP is the result of the MAT program's effort to continue to establish/maintain telecommunications equipment supply sources for carrying out the mandates of State Finance and Procurement Article, Sections 3A-501 to 606.

This RFP will provide the means to acquire the assistive telecommunications equipment and associated peripherals necessary to support the user community.

The TAM office is now part of DoIT. DoIT was made a separate agency from DBM in 2012 via Finance and Procurement Article 3A-201 through 606.

## **1.3 ABBREVIATIONS AND DEFINITIONS**

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- **Agency Point of Contact (Agency POC):** Requesting Agency contact noted in a POIFB or PORFP.
- **Brand Name:** As it relates to ‘brand’ name equipment, services, or warranty(ies). This is assistive telecommunications equipment specific to manufacturers’ branding-by- name-or-mark of their equipment products, services, or warranties. These are the products for which the Master Contractors must have a Manufacturer’s or Distributor’s Letter of Authorization in order to fulfill POIFBs or PORFPs. See Section 2.4.4-Manufacturer’s or Distributor’s Letter of Authorization.
- **COMAR:** Code of Maryland Regulations, available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- **Completed Delivery:** Items will be noted as a ‘completed delivery’ when the items in-total as designated by a PO have completely shipped and there is a signed and dated delivery receipt from the MAT customer.
- **Contract Manager (CM):** The State representative who serves as the technical and contract manager for the Master Contract.
- **Distributor:** First tier agent authorized by the requisite parties that own rights to sell and/or service the assistive telecommunications equipment, associated peripherals, and/or warranty(ies).
- **DoIT:** Department of Information Technology.
- **Expedited Delivery:** Delivery in fewer than five (5) business days of purchase order.
- **Fully Loaded:** The inclusion in each assistive telecommunication equipment’s unit rate of all profit, direct and indirect costs, and that does not exceed the Manufacturer’s or Distributor’s current MSRP rate for that product. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct unit rates as a means of calculating profit or recouping costs which cannot be directly attributable to services.
- **Installation:** Transferring manufacturer’s electronic media to computer systems so that the assistive telecommunications equipment will provide the features and functions generally described in its user documentation.
- **Letter of Authorization:** A document issued by the Manufacturer or Distributor authorizing the Offeror /Master Contractor to sell and/or provide services for the Manufacturer’s Product Line.
- **Local Time:** Time in the Eastern Standard Time Zone as observed by the State of Maryland.
- **Master Contract (or Contract):** The contract between DoIT and each of the Offerors determined technically capable of performing the requirements of this RFP.
- **Master Contractor:** An Offeror who is awarded a Master Contract under this RFP;
  - Manufacturer – All entities engaged in the production, preparation, assembly, or construction of assistive telecommunications equipment and peripherals.
- **Manufacturer Product Line:** A group of related products manufactured by a single company.
- **Manufacturer / Master Contractor Matrix:** a list of Master Contractors maintained by DoIT;



- **MSRP:** Manufacturer's Suggested Retail Price.
- **MBE:** A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- **Offeror:** A vendor that submits a proposal in response to this RFP.
- **Purchase Order (PO):** A document issued by a Requesting Agency to the selected Master Contractor following the award of a POIFB or PORFP r requesting the supply of the deliverables as requested via the terms, conditions, and unit prices of the associated POIFB or PORFP and the accepted bid or proposal.
- **POC:** Point of Contact.
- **Procurement Officer:** The State representative, as identified in Section 1.6, responsible for this RFP, for the determination of the Master Contract scope issues, and the only State representative who can authorize changes to the Contract.
- **Proposal:** 1) Before award of a Master Contract, it is the Offeror's proposal in response to this RFP; 2) After Master Contract award, it is the Master Contractor's response to a POIFB or PORFP issued by the State or authorized entity.
- **Purchase Order (PO):** A document issued by a Requesting Agency to the selected Master Contractor following the award of a POIFB or PORFP r requesting the supply of the deliverables as requested via the terms, conditions, and unit prices of the associated POIFB or PORFP and the accepted bid or proposal.
- **Purchase Order Information for Bid (POIFB):** A written request by the Requesting Agency for a bid from the Master Contractors for assistive telecommunications equipment, associated peripherals and/or warranty(ies) under the applicable Functional Area.
- **Purchase Order Request for Proposal (PORFP):** A written request by the Requesting Agency for a proposal from the Master Contractors for assistive telecommunications equipment, associated peripherals and/or warranty(ies) under the applicable Functional Area.
- **Request for Proposals (RFP):** This RFP for DoIT, labeled "Assistive Telecommunications Equipment (ATE) and Associated Peripherals" Project Number 060B4400010 dated April 23, 2014, including any amendments.
- **Requesting Agency:** The unit of the Executive Branch of Maryland State government issuing the applicable POIFB or PORFP.
- **Small Business Reserve (SBR):** A procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.
- **State:** State of Maryland.
- **TAM:** Telecommunications Access of Maryland; an entity within DoIT.
- **Unit Rate(s):** Fully loaded rate(s) that include all direct costs, indirect costs and profit as established by the Master Contractor in a proposal to a POIFB or PORFP, that is no greater in total unit price(s) than the /MSRP at the time of the Master Contractor's Proposal submittal date.

#### 1.4 MASTER CONTRACT TYPE

Each Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.06. A Master Contractor will establish Fixed Unit Prices (e.g., rates) in a secondary level of competition in response to a POIFB or PORFP. Fixed Unit Price(s) shall not be greater than MSRP per unit at the time of the Master Contractor's Proposal submittal date.

#### 1.5 MASTER CONTRACT DURATION

The term of this Contract shall be for a period of five (5) years, beginning on or about August 1, 2014.

#### 1.6 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities:

- A) **Procurement Officer** – The Procurement Officer for this RFP is identified in the Key Information Summary Sheet above. DoIT may change the Procurement Officer at any time by written notice to the Master Contractor.
- B) **Contract Manager** – The Contract Manager is identified in the Key Information Summary Sheet above. DoIT may change the Contract Manager at any time by written notice to the Master Contractor.

#### 1.7 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held for this RFP.

#### 1.8 QUESTIONS

All questions must be submitted via email to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all prospective Offerors will be distributed to all vendors who are known to have received a copy of the RFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

#### 1.9 eMARYLAND MARKETPLACE (eMM)

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT website <http://doit.maryland.gov/contracts/Pages/bids.aspx> and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

This means that all such information is immediately available to subscribers to eMM. Because of the instant access afforded by eMM, all Offerors interested in doing business with Maryland State agencies should subscribe to eMM. Furthermore, prior to award of any contract, the apparent awardee shall be registered on eMM.

Register at: <https://emaryland.buyspeed.com/bs/> Click on "Registration" and follow the prompts. Registration is free.

**In order to receive a Master Contract award, an Offeror must be registered on eMM.**

### **1.10 PROPOSAL DUE (CLOSING DATE)**

The Proposal Due Date and Time is indicated in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date and time, will not be considered.

**Proposals may not be submitted by email or facsimile.**

### **1.11 DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for the later of 180 days following the closing date of Proposals, or of Best and Final Offers (BAFO) (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.12 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DoIT Procurement web page and through eMM. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's Proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.13 CANCELLATIONS/DISCUSSIONS**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

### **1.14 ORAL PRESENTATIONS/INTERVIEWS**

Neither oral presentations nor interviews will held for this solicitation.

### **1.15 INCURRED EXPENSES**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

### **1.16 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP and should not include marketing material.

### **1.17 PROTESTS/DISPUTES**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.18 MULTIPLE OR ALTERNATE PROPOSALS**

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one Functional Area is not considered a multiple or alternate proposal. Please see Section 3 for directions on submitting for more than one Functional Area.

### **1.19 PUBLIC INFORMATION ACT NOTICE**

An Offeror shall give specific attention to the clear identification of those portions of its Proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

### **1.20 OFFEROR RESPONSIBILITIES**

Any selected Offeror shall be responsible for all products and services required by this RFP. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.21 ACCEPTANCE OF TERMS AND CONDITIONS**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. A proposal that takes exception to these terms may be rejected.

### **1.22 PROPOSAL AFFIDAVIT**

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

### **1.23 CONTRACT AFFIDAVIT**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days following notification of proposed Contract award.

### **1.24 MINORITY BUSINESS ENTERPRISE (MBE)**

This RFP has an MBE goal of 0%.

### **1.25 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This RFP has a VSBE subcontract participation goal of 0%.

### **1.26 SMALL BUSINESS RESERVE (SBR)**

The State reserves the right to designate any POIFB or PORFP issued pursuant to this RFP's Master Contract(s) as an SBR POIFB or PORFP. The Requesting Agency for a SBR POIFB or PORFP must be a "designated procurement unit" pursuant to §14-501(b) of the State Finance and Procurement Article of the Maryland Annotated Code as amended from time to time. In the event a POIFB or PORFP is designated as an SBR POIFB or PORFP, the PO awarded thereunder may only be awarded to a Master Contractor that is a certified small business that meets the statutory qualifications of a Small Business as defined in §14-501(c), Annotated Code of Maryland, and is registered with the Department of General Services Small Business Reserve Program.

Throughout the term of the Master Contract, Master Contractors qualified under the Small Business Reserve shall notify the Contract Manager of any change in status. Should a Master Contractor become certified through the Small Business Reserve after award of a Master Contract, that Master Contractor shall provide the Contract Manager with its DGS-assigned Small Business Qualification number.

### **1.27 ARREARAGES**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for award.

### **1.28 PROCUREMENT METHOD**

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### **1.29 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.30 FALSE STATEMENTS**

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.31 VISUAL AND NON-VISUAL ACCESS**

By submitting a proposal, the bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR 14.33.02 online at: [http://www.dsd.state.md.us/comar/SubtitleSearch.aspx?search=14.33.02.\\*](http://www.dsd.state.md.us/comar/SubtitleSearch.aspx?search=14.33.02.*)

### **1.32 PAYMENTS BY ELECTRONIC FUNDS TRANSFER**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded and registration instructions found at:

[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Electronic\\_Funds\\_Transfer/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/)

### **1.33 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES**

For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, other State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- Shall constitute contracts between the Contractor and that government or entity;
- For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- For non-State entities, shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State entity.

### **1.34 PROMPT PAY**

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Master Contracts under this RFP shall comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>.

### **1.35 CONFLICT OF INTEREST**

Under State Government Article 15-508 of the State ethics laws, a person and their employer who assists or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or Subcontractor.

Offerors shall provide assistive telecommunications equipment, associated peripherals and warranties for State agencies, or component programs with those agencies and shall do so impartially and without any conflicts of interest. Offerors shall be required to complete a Conflict of Interest Affidavit with each proposal submitted in response to this RFP. A copy of this Affidavit is included as Attachment E of this RFP. If the Procurement Officer makes a determination before award of a Contract pursuant to a respective RFP that facts or circumstances exist that give rise to, or could in the future give rise to, a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a proposal under COMAR 21.06.02.03B.

### **1.36 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders and shall be mercury-free products. The Offeror shall submit a Mercury Affidavit with its Technical Response found in Attachment G.

### **1.37 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site:

<http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>

Agencies should plan and coordinate the proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, [Chapter 372](#)) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection)

[http://doit.maryland.gov/support/Documents/security\\_guidelines/DoITSecurityPolicy.pdf](http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf) discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of this document to assist them in making sanitization decisions that are commensurate with the security categorization of the confidentiality of information contained on their media.

### **1.38 MSRP COMMITMENT AFFIDAVIT**

A proposal submitted by an Offeror shall be accompanied by a completed MSRP Commitment Affidavit. A copy of this Affidavit is included as Attachment F of this RFP.

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## SECTION 2 - SCOPE OF WORK

### 2.1 SCOPE

The scope of this solicitation encompasses the following eleven Functional Areas:

- A) Functional Area I – Amplified Telephones and Associated Peripherals
- B) Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals
- C) Functional Area III – Captioned Telephones and Associated Peripherals
- D) Functional Areas IV – TTY, VCO Phones, HCO Phones and Associated Peripherals
- E) Functional Area V – Specialized Accessories / Switches and Associated Peripherals
- F) Functional Area VI – Hands-free Telephones / Devices and Associated Peripherals
- G) Functional Area VII – Devices for Speech Impaired and Associated Peripherals
- H) Functional Area VIII – Devices for Visually Impaired and Associated Peripherals
- I) Functional Area IX – Devices for Cognitively Impaired and Associated Peripherals
- J) Functional Area X – Wireless Devices / Videophones and Associated Peripherals
- K) Functional Area XI – Extended Warranty(ies)

### 2.2 GENERAL REQUIREMENTS

Applicable to the requirements of the secondary line of procurement(s) either through a POIFB or a PORFP, the following shall apply:

#### 2.2.1 Required Project Policies, Guidelines and Methodologies

The Master Contractor shall stay informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting assistive telecommunication equipment and associated peripherals plus any services and/or warranty(ies) applicable to its activities and obligations under this Contract. Those laws, policies, standards and guidelines may be amended from time to time, and the Master Contractor shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### 2.2.2 Only Master Contractors authorized by the Manufacturer or Distributor of Equipment shall provide assistive telecommunications equipment, associated peripherals, and/or Extended Warranty(ies).

#### 2.2.3 Brand Name Product

The Master Contractor shall propose and provide Brand Name equipment/peripherals per the direction received through each POIFB or PORFP.

#### 2.2.4 Unit Pricing When a MSRP is Available: The Master Contractor shall utilize a unit price no higher than the applicable Brand name MSRP at the time of the Master Contractor's bid or proposal's submittal date.

#### 2.2.5 Unit Pricing When a MSRP is Not Available: For items that do not have an MSRP, as in the case when a manufacturer is the only distributor of its own product, then the

manufacturer's proposed price on its letterhead is sufficient but shall not be higher than its published or listed 'MSRP-type' pricing at the time of the bid or proposal submittal date.

- 2.2.6 Each Order shall ship within five (5) business days of POIFB or PORFP Notice to Proceed, unless otherwise specified in the POIFB or PORFP.
- 2.2.7 The Master Contractor shall designate a primary POC, who will be responsible for its entire response (technical and financial) to all POIFBs or PORFPs that it proposes to, or where the Master Contractor receives a resulting award. The individual will be the principal POC throughout the term of the Master Contract.

The POC shall be provided to the State at Master Contract award and kept current throughout the term of the Master Contract. The POC may change by written notification to the Contract Manager. The following information is required:

- A) POC Name and alternate
- B) POC Mailing address
- C) POC Telephone number
- D) POC Email address
- E) POC Fax number

This same POC information shall also be provided in each POIFB and PORFP wherein the Master Contractor submits a proposal:

<b>2.3 FUNCTIONAL AREA EQUIPMENT</b>	
<b>Functional Area</b>	<b>Equipment / Product</b>
I – Amplified Telephones and Associated Peripherals	Includes Brand Name equipment that consists of, but is not limited to: <ul style="list-style-type: none"> <li>A) Corded Amplified Telephones</li> <li>B) Cordless Amplified Telephones</li> <li>C) Amplified Telephones with Amplified Voice Output</li> </ul>
II – Alerting Devices/ Emergency Devices and Associated Peripherals	Includes Brand Name equipment that consists of, but is not limited to: <ul style="list-style-type: none"> <li>A) Flashing Telephone Ring Signalers</li> <li>B) Auxiliary Loud Bell Ringers</li> <li>C) Emergency Alert Systems</li> <li>D) Emergency Dialing Systems</li> <li>E) Smoke Detectors</li> <li>F) Door Bell Signalers</li> </ul>
III – Captioned Telephones and Associated Peripherals	Includes Brand Name equipment that consists of, but is not limited to: <ul style="list-style-type: none"> <li>A) Captioned Telephones</li> <li>B) Internet Protocol (IP) Captioned Telephones</li> </ul>

<b>Functional Area</b>	<b>Equipment / Product</b>
IV – TTY, VCO Phones, HCO Phones and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Teletypewriters (TTY)</li> <li>B) Voice Carry Over (VCO) Telephones</li> <li>C) Hearing Carry Over (HCO) Devices</li> </ul>
V – Specialized Accessories/ Switches and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Pneumatic switches</li> <li>B) Control Switch Interface Units</li> <li>C) Headsets (wireless and wired)</li> <li>D) Desktop Speakers</li> <li>E) In-Line Amplifiers</li> <li>F) Printer for TTY</li> <li>G) Microphones</li> <li>H) Telephone Switches or Remotes</li> <li>I) Comfort Ear Pads</li> <li>J) Telephone pouches</li> <li>K) Telephone Holders</li> <li>L) Extensions</li> <li>M) Surge Protectors</li> <li>N) Miscellaneous Adaptors</li> </ul>
VI – Hands-free Telephones/Devices and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Hands-free Telephones</li> <li>B) Infrared Telephones</li> <li>C) Voice-Activated phones</li> <li>D) Voice Dialers</li> <li>E) Memory Dialing Aids</li> <li>F) Speakerphones</li> </ul>
VII – Devices for Speech Impaired and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Speech Generating Devices</li> <li>B) Augmentative Communication Devices (for Telecommunication Access)</li> </ul>

<b>Functional Area</b>	<b>Equipment / Product</b>
VIII – Devices for Visually Impaired and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Telephones Device Braille Display</li> <li>B) Voice Dialers</li> <li>C) Tactile signalers &amp; receivers</li> <li>D) Large visual display</li> <li>E) Braille TTY device for Deaf-Blind</li> <li>F) Braille Keytop Labels</li> <li>G) Large Number/Letter Overlays</li> <li>H) Large Button Telephone</li> </ul>
Area IX – Devices for Cognitively Impaired and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Memory Phones</li> <li>B) Picture Phones</li> </ul>
X – Wireless Devices / Videophones and Associated Peripherals	<p>Includes Brand Name equipment that consists of, but is not limited to:</p> <ul style="list-style-type: none"> <li>A) Web-Cameras</li> <li>B) Videophone Devices</li> <li>C) Wireless Devices/Smartphones</li> <li>D) Portable VCO, HCO, or TTY, or other Text-Based Devices</li> <li>E) Wireless Cellular Telephones</li> </ul>
XI – Extended Warranty(ies)	<ul style="list-style-type: none"> <li>A) The State may require an additional extended warranty(ies), for a total of up to five (5) years of coverage, for each individual equipment that costs more than \$300.00. If a secondary level of competition is required, either through a POIFB or PORFP, the State will note the extended warranty requirement.</li> <li>B) Master Contractors shall inform the State the duration of all pre-existing Manufacturer’s warranties for each piece of equipment proposed in a response when proposing at the Secondary level of competition (POIFB or PORFP).</li> </ul>

**2.4 AUTHORIZATION TO PROVIDE PRODUCT**

2.4.1 As noted in Section 1.1.2 above, Manufacturer or Distributor’s Letters of Authorization are required for each Manufacturer’s Product Line proposed by the Offeror. The Master Contractor shall be authorized by the Manufacturer or Distributor to provide any applicable product under a Functional Area.

2.4.2 Manufacturer’s or Distributor’s Letter of Authorization

The signed Letter of Authorization shall certify that the Offeror is an authorized reseller or Distributor of the Manufacturer’s Equipment (service or warranty). The Letter of

Authorization shall be on the Manufacturer or Distributor's letterhead or through a Manufacturer or Distributor's e-mail. Each signed Letter of Authorization or e-mail shall provide the following information:

- 1) Manufacturer or Distributor POC name and alternate for verification
- 2) Manufacturer or Distributor POC mailing address
- 3) Manufacturer or Distributor POC telephone number
- 4) Manufacturer or Distributor POC email address
- 5) Manufacturer or Distributor POC fax number
- 6) If available, a Reseller Identifier

2.4.3 Letters of Authorization shall have already been filed with, and approved through, the Contract Manager before utilizing a Manufacturer's Product Line in any bid for POIFB, or proposal for PORFP.

2.4.4 Procedure for Adding a Manufacturer's Product Line

A Master Contractor may add additional Manufacturers' Product Lines in any Functional Area authorized in its Master Contract, throughout the life of the Master Contract. To add a Manufacturer's Product Line, a Master Contractor shall submit to the Contract Manager a Letter of Authorization from the Manufacturer or Distributor for each new Manufacturer Product Line proposed. DoIT will add the Manufacturer's Product Line to Manufacturer / Master Contractor matrix after the Letter of Authorization has been confirmed in writing by DoIT. For addition by the first Business day of the Month, requests should be submitted by the 10<sup>th</sup> Business Day of the preceding month.

## **2.5 SECONDARY LEVEL OF PROCUREMENT COMPETITION PROCEDURES**

2.5.1 POIFB or PORFP Content

The Requesting Agency will distribute a POIFB or a PORFP to all Master Contractors authorized to sell the Manufacturer's Product Line requested in the POIFB or PORFP.

Each PORFP or POIFB will contain the following information:

- A) Requesting Agency;
- B) Agency POC;
- C) Description of the required equipment;
- D) Delivery requirements;
- E) Invoicing instructions;
- F) Required date for submission of proposal;
- G) Manufacturer's Warranty Service requirements, if applicable;
- H) Performance period;
- I) Warranty

2.5.2 PORFP or POIFB Submission Requirements

Upon receipt of a PORFP or POIFB, each Master Contractor shall, no later than the PORFP or POIFB due date and time, either prepare and submit a detailed proposal, or provide a POIFB/PORFP Feedback Form explaining why it does not intend to submit a proposal.

Each proposal must provide for each unit and term and condition as specified in the POIFB or PORFP,, but must include:

- a. Explanation of how the Master Contractor intends to meet the requirements of the POFRP or POIFB;
- b. Description of the proposed equipment;
- c. Delivery schedule;
- d. A statement that the Master Contractor is authorized by the Manufacturer or Distributor to provide the equipment and/or services as of the date of the response;
- e. The applicable proposed unit prices (total proposed fixed price if that is the pricing mechanism used for a PORFP), the total price being proposed, and a breakdown of any applicable warranty, shipping and/or handling.
- f. Acknowledgement of the term (time span) of the POIFB or PORFP;
- g. Captured screen shot of the current MSRP of each unit noted, as of the date of the PORFP or POIFB proposal submission. Subject to the prior-approval of the Contract Manager, a comparable substitute directly from the Manufacturer or Distributor may be acceptable.

#### 2.5.3 Procedure for Awarding a PORFP:

Evaluation criteria for award will be established within each PORFP. The PO will be awarded to the Master Contractor whose proposal (out of all the offers received on that applicable PORFP) is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the PORFP. The Agency POC (or applicable representative) will initiate and deliver a PO to the selected Master Contractor.

#### 2.5.4 Procedure for Awarding a POIFB:

Evaluation criteria for award will be established within each POIFB. The PO will be awarded to the Master Contractor with the most favorable bid price or the most favorable evaluated bid price, whichever is applicable. The Agency POC (or applicable representative) will initiate and deliver a PO to the selected Master Contractor.

## **2.6 INSURANCE REQUIREMENTS**

2.6.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

2.6.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

2.6.3 Within five working days after notice of potential award, the Master Contractor shall provide a copy of the Master Contractor's current certificate of insurance, which, at a minimum, shall contain the following:

A. Worker's Compensation – The Master Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

**B. General Liability** – The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor’s operations under this agreement.

\$2,000,000 - General Aggregate Limit (other than products/completed operations)

\$2,000,000 - Products/completed operations aggregate limit

\$1,000,000 - Each Occurrence Limit

\$1,000,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

The State shall be named as an Additional Insured on all liability policies (Workman’s Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Following Master Contract award, then current certificates of insurance shall be provided to the State from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least sixty (60) days before the expiration of the then-effective insurance policies. In the event the State receives a notice of non-renewal, the Master Contractor shall provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect.

The Master Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Master Contractor.

## **2.7 INVOICING**

- 2.7.1 Invoices shall be submitted monthly. Invoices shall reflect all and only completed deliveries. Invoices shall only include those items shipped complete and that have a signed and dated receipt from the addressee (See Section 2.9).
- 2.7.2 The Master Contractor shall submit invoices for any PO to the Requesting Agency identified in the PO to the address identified in the PO. Invoices shall be submitted via mail.
- 2.7.3 The invoice shall contain at least the following information for each piece of product shipped:
- Master Contractor name;
  - Federal taxpayer identification number or (if owned by an individual) Master Contractor’s social security number;
  - Name and Address of the Requesting Agency;
  - Requesting Agency’s purchase order number being billed;
  - Description of Product(s) and/or Warranty(s) purchased, listed separately;
  - Product identification number (serial & model numbers);
  - Quantities;
  - Unit price;
  - Invoice period, invoice date, invoice number and total amount due;

- PORFP/POIFB number;
- Remittance Address;
- Recipient's name and address;
- Proof of delivery by way of a copy of the signed receipt from addressee;
- E-mail address/phone number of Master Contractor's POC.

Only approved Invoices will be forwarded for payment. Invoices submitted without the required information will not be approved and will not be processed for payment until the Master Contractor provides the required information.

- 2.7.4 In no event shall any invoice be submitted later than sixty (60) calendar days from the date of Completed Delivery.
- 2.7.5 The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt for such sales and use taxes and may be liable for the same.
- 2.7.6 Invoicing of Shipping/Handling Charges for Loaner Equipment

The Master Contractor may submit to TAM for reimbursement, actual shipping and handling charges incurred in connection with providing TAM's customers with loaner equipment. No other direct rates, indirect rates, or fees shall be added by the Master Contractor(s) to these incurred expenses when requesting reimbursement. This includes expenses both to and from the customer's site. Any request for reimbursement must include but not be limited to the following information:

- Master Contractor name;
- Federal taxpayer identification number or (if owned by an individual) Master Contractor's social security number;
- Name and Address of the Requesting Agency;
- Requesting Agency's purchase order number being billed;
- Description of defective product(s) being replaced by the loaner;
- Description of the loaner product(s);
- Product identification number (serial & model numbers) of defective equipment and loaner equipment;
- Quantities;
- Unit price;
- Invoice period, invoice date, invoice number and total amount due; must also include paid receipt detailing shipping and handling costs.
- PORFP/POIFB number;
- Remittance Address;
- Recipient's name and address;
- Proof of delivery by way of a copy of the signed receipt from addressee;
- E-mail address/phone number of Master Contractor's POC.

The Master Contractor shall manage and request reimbursement for any shipping and handling charges for any loaner equipment at the time of submitting its response to a



POIFB or PORFP that has been sponsored by entities other than the State TAM office. The State TAM office is not responsible for such reimbursements.

## **2.8 ORDER PROCESSING PROCEDURE AND REQUIREMENTS**

- 2.8.1 The Master Contractor shall maintain a written order processing procedure that demonstrates the steps for fulfilling all assistive telecommunications equipment processing orders (to include associated peripherals, applicable services and/or warranty(ies))/Order Fulfillment Capability. This procedure will be included as an attachment as requested by any POIFB or PORFP, or as necessary for audits of the Master Contract.
- 2.8.2 The Master Contractor shall maintain the appropriate amount and type of personnel in order to complete all requirements of any POIFB or PORFP within the approved time, scope, and unit prices (or price), and also provide such within a customer-focused, friendly-environment, with high quality communication skills.

## **2.9 SHIPPING INSTRUCTIONS**

- 2.9.1 Each Order shall ship within five (5) business days of POIFB or PORFP Notice to Proceed, unless otherwise specified in the POIFB or PORFP.
- 2.9.2 Master Contractors shall comply with shipping instructions as follows:
1. The equipment shall be shipped to the destination listed in the purchase order.
  2. Master Contractors shall ship all orders complete, unless provided prior written approval from the Agency POC.
  3. Master Contractors are required to include in the shipment any additional literature, newsletters or flyers provided by Contract Manager.
  4. All equipment and parts shall be marked with a Blue “Property of STATE OF MD – TAM/MAT” label. Labels will be provided to the Master Contractor by the Contract Manager.
  5. Packing memorandum shall include with each shipment: quantity, product description, product identification number (serial & model number, TAM/MAT’s control number). When more than one package is shipped, the package containing the packing memorandum shall be marked as such.
  6. Packing
    1. No prices for equipment or warranty shall be listed on the packing memorandum.
    2. The Master Contractor may only ship via UPS or other similar delivery service and receives a signed and dated receipt from the addressee. No other signature will be accepted. This proof of delivery shall be submitted along with the invoice. If a signed proof of delivery is not submitted with invoice, or if the signature is other than the addressee, the Requesting Agency shall have no obligation to pay for the disputed item.
    3. Master Contractors shall provide for each piece of product, each product or each box in a multiple box shipment: a ‘flyer’ with the product that states their current POC’s contact information to be used by MAT customers who may require repair of defective equipment that is covered under warranty (see Section 2.10.1).

### 2.9.3 Delivery Charge Procedures and Requirements

- A. Master Contractors shall provide prepaid delivery, FOB to any addressee located within the State's boundaries. Unless specified otherwise in a PORFP or POIFB, all products under are to be shipped , prepaid, to the location specified in a PORFP or POIFB within five (5) business days from the date of the PO. The fully loaded price will be construed to include shipment within five (5) business days from the date of the PO. Similarly, provided a PORFP or POIFB allows at least five (5) business days' shipment time, any price proposed in response to a PORFP or POIFB that is lower than fully loaded price will be construed to include shipment within five (5) business days from the date of the PO.
- B. If a POIFB or PORFP specifies Expedited Delivery and a Master Contractor bids or proposes the MSRP as its proposal price in response to the POIFB or PORFP, the Master Contractor may include as a separate distinct charge, the cost of the expedited delivery.
- C. However, if Master Contractor proposes or bids a price lower than the MSRP for a PORFP or POIFB that requires Expedited Delivery, the PORFP or POIFB proposal or bid price shall include the cost of the expedited delivery and no separate, additional charge will be permitted.
- D. If customers have an issue/concern or need to return their product, they will contact the Master Contractor POC directly to request a return authorization label and shipping instructions. (See also Section 2.10.1).

## **2.10 EQUIPMENT RETURN**

- 2.10.1 Defective or broken equipment still under warranty (Manufacturer or Extended) shall be returnable at no charge to the customer or to the Requesting Agency by way of a pre-paid Return Authorization shipping label. The Master Contractor shall issue a Return Authorization Number, shipping label and shipping instructions to any customer with defective or broken equipment covered under warranty. Customers may contact the Master Contractor's POC directly to request a return. Per shipping instructions (See Section 2.9) a label will be included in initial equipment shipments. The Master Contractor, if directed to do so by the Requesting Agency, may be responsible for arranging shipment of the equipment needing repair or replacement if the customer is unable to package and arrange shipment due to their disability.
- 2.10.2 Master Contractors shall refund to the State within thirty (30) calendar days of receipt of the returned equipment, the purchase price of the returned equipment, including all shipping costs. The State shall not be charged restocking fees.

## **2.11 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS**

Only those Offerors that fully meet all minimum qualification criteria shall be eligible for RFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate satisfaction of the following minimum requirements:

- 2.11.1 Must provide Letter of Authorization from Manufacturer or Distributors to provide equipment or associated peripherals for the proposed Functional Area.
- 2.11.2 Must provide proof of two (2) years' experience in the sale and servicing of assistive telecommunications equipment, associated peripherals and warranties or related experience within the last five (5) years.

## **2.12 Reporting**

Master Contractors shall submit reports such as the following, pursuant to the Contract Manager's request:

1. Monthly reports for the following:
  - a) Total pieces of equipment distributed
  - b) Breakdown by each devices distributed
  - c) Breakdown of equipment shipped by region (regional information will be provided by Contract Manager)
  - d) Number of exchanges (total and by device)
  - e) Number of repairs (total and by device)
  - f) Number of returns (total and by device)
  - g) Number of customer service calls
  - h) Number of troubleshooting calls
2. Additional reports including: Annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints, analysis, problem resolution initiatives, service performance, and projections for future years. The annual report shall be submitted to the Contract Manager within 45 calendar days of the end of the calendar year

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## **SECTION 3 - PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 TWO PART SUBMISSION**

Offerors shall submit proposals in two (2) separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

Offerors shall submit only one Proposal, even if proposing in multiple Functional Areas (see the format requirements that follow). Each Functional Area will be evaluated as a separate and independent proposal. As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities and separate sections for each of the Functional Areas proposed by the Offeror. Offerors must follow the instructions within this section.

### **3.2 SUBMISSION**

Each Offeror is required to submit a separate sealed package for each Volume, which are to be labeled Volume I- Technical Proposal and Volume II- Financial Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II), functional areas proposed and closing date and time for receipt of the proposals on the outside of the package. One (1) unbound original, identified as such, and two copies of each volume are to be submitted. An electronic version of both the Volume I – Technical Proposal in MS Word format and the Volume II – Financial Proposal in signed .PDF format shall also be submitted with the unbound originals. CDs or flash drives shall be labeled on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

Offerors shall include a separate section for each functional area proposed describing what part of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed. All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

As noted above, Offerors shall submit only one (1) Technical Proposal, even if proposing to all eleven Functional Areas; therefore, Offerors shall include a separate labeled section for each Functional Area proposed describing what part of that Functional Area (as described in Section 2) the Offeror has the ability to provide, and how the Offeror qualifies to provide what is proposed.

### **3.3 SUMMARY OF ATTACHMENTS**

No attachment forms shall be altered. Signatures shall be clearly visible. Electronic copies shall be in PDF format.

The following attachments shall be included with the Technical Proposal:

- Attachment B – Bid Affidavit
- Attachment E – Conflict of Interest Affidavit and Disclosure
- Attachment G – Mercury Affidavit

The following attachments shall be included with the Financial Proposal:

- Attachment F – MSRP Commitment Affidavit

### 3.4 VOLUME 1 – TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall contain the following sections in this order:

#### 3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda and/or amendments to the RFP. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the products, services and requirements as stated in this RFP. See also Section 1.20- Offeror's Responsibilities.

#### 3.4.2 Format of Technical Proposal

Section 2 of this RFP provides the State's requirements for the Master Contractor. The paragraphs in RFP Section 2 and Section 3 are numbered for ease of reference and shall be numbered the same in the Offeror's response. The Offeror's Technical Proposal shall be organized and numbered in the same order as this RFP to allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

##### 3.4.2.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents that includes page numbers for the applicable sections shall follow the title page for the Technical Proposal.

##### 3.4.2.2 Executive Summary

- A) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Executive Summary shall provide a broad overview of the contents of the entire proposal.
- B) The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that it has no exceptions to the requirements of this RFP, the Contract or any other attachments. **Exceptions to terms and conditions may result in having the proposal classified as not reasonably susceptible of being selected for award.**
- C) In addition, the Offeror shall clearly identify each Functional Area for which it is proposing.
- D) Offerors certified under the Small Business Reserve and certified as a Maryland MBE are asked to provide those certification numbers.

##### 3.4.2.3 Offeror Capabilities

- A) Proposed Solution: A more detailed description of the Master Contractor's understanding of the RFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.

- B) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to RFP terms and conditions.
- C) An organization chart of the Offeror showing: all major component units, which component(s) will perform the requirements of this Contract, the designated Point of Contact, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

3.4.2.4 Manufacturer’s or Distributor’s Letter of Authorization

- A. Offerors must state each Manufacturer product line proposed for sale through the Contract.
- B. A Manufacturer or Distributor Letter of Authorization is required for each Product Line proposed by an Offeror. An Offeror may not propose a Product Line without providing the required Letter of Authorization at the time it submits its Proposal.
- C. The signed Letter(s) of Authorization shall meet the requirements stated in Section 2.4.1 – 2.4.4

3.4.2.5 Explanation of Offeror’s Order Fulfillment Capabilities, including but not limited to:

1. Order receipt
2. Order processing, handling, and routing
3. Order tracking
4. Customer service and inquiry support
5. Shipping, including express shipping
6. Invoicing
7. Returns
8. Quality control measures for products, and customer support
9. Average Order turnaround time(s)

3.4.2.6 Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.11.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.11.1	Must provide Letter of Authorization from Manufacturer to provide equipment or associated peripherals for the proposed Functional Area.	Offeror documents evidence of compliance here.

2.11.2	Must provide proof of two (2) years' experience in the sale and servicing of assistive telecommunications equipment, associated peripherals and warranties or related experience within the last five (5) years.	<p>Offeror documents evidence of compliance here.</p> <p>Please provide the following information:</p> <ul style="list-style-type: none"> <li>• Name of client organization</li> <li>• Name, Title and Telephone # of point of contact</li> <li>• The products/services provided</li> <li>• Value and duration of the contract</li> </ul>
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3.4.2.7 MBE, SBE Participation and VSBE Participation

NO MBE, SBE, or VSBE forms are required for this RFP.

3.4.2.8 Offeror Experience

Offerors shall include information on past experience within the last five (5) years of providing the sale of and servicing of assistive telecommunication equipment. Experience shall consist of:

- An overview of the Offeror's experience and capabilities providing products and services similar to those included in this RFP. This description shall include:
  - A summary of the products/services offered;
  - The number of years the Offeror has provided these products/services;
  - The types of clients and geographic locations that the Offeror currently serves; and
  - A synopsis of the Offeror's experience including the general scope of the assistive telecommunication equipment/services being provided.
- At least three references from customers who are capable of documenting:
  - The Offeror's ability to provide the products/services.
  - Each client reference shall be from a client for whom the Offeror provided products/service and shall include the following information:
    - Name of client organization;
    - Name, title, and telephone number of point of contact for client organization (Point of contact must be available and knowledgeable about client's performance);
    - Value, type, and duration of contract(s) supporting client organization; and
    - The products/services provided, scope of the contract, and objectives satisfied.
  - Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria.
- Offeror's Previous/Current Contracts with the State
  - As part of its offer (and separate from the references to be listed for '3.4.2.8.B' above), each Offeror is to provide a list of all its own contracts (as a prime contractor) with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- The State contracting entity;
  - A brief description of the services/goods provided;
  - The dollar value of the contract;
  - The term of the contract;
  - The State employee contact person (name, title, telephone number, and email address); and,
  - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was/was not exercised.
- Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria.

### 3.4.3 Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination regarding whether the information must be disclosed.

### 3.4.4 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in this RFP within five working days after notice of potential award. Failure to provide this within the five working days, may negate the Offeror for a Master Contractor award.

## **3.5 VOLUME II- FINANCIAL PROPOSAL FORMAT**

The Financial Proposal shall be submitted per Section 3.2 and shall contain Attachment F, the Offeror's certification that the Offeror shall provide pricing no higher than MSRP as of the date of the PORFP proposal submission. The MSRP is being used as a ceiling for price only. For items not having a MSRP, as in the case when a manufacturer is the only distributor of its own product, the manufacturer's proposed price on its letterhead will be sufficient.

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## **SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 EVALUATION CRITERIA**

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

### **4.2 TECHNICAL CRITERIA**

The criteria to be applied to each Volume I-Technical Proposal are listed in descending order of importance:

1. Letter(s) of Authorization applicable to the Functional Areas being proposed (Section.3.4.2.4)
2. Offeror's order fulfillment capabilities (Section 3.4.2.5)
3. Offeror's experience (Section 3.4.2.)

### **4.3 RECIPROCAL PREFERENCE**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP that is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### **4.4 SELECTION PROCEDURES**

#### **4.4.1 General Selection Process**

The State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, the Offeror will be notified in writing by the Procurement Officer.

#### **4.4.2 Selection Process Sequence**

- a. The first step in the process will be an evaluation for technical merit. The purpose of this evaluation will be to assure a full understanding of the State's requirements and the Offeror's ability to perform.
- b. Offerors shall confirm in writing any substantive clarification of, or change in, their proposals made in the course of any discussions or in response to any clarification

requests. Any such written clarification or change then becomes part of the Offeror's proposal.

- c. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, a technical best and final offer (BAFO). Award Determination

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a Master Contract to all responsible, technically qualified Offeror(s).

Award for the secondary level procurement(s) under POIFBs or PORFPs are dependent upon the secondary level of competition and procedures as outlined in this RFP's Scope of Work Section 2.5-Secondary Level of Procurement Competition Procedures.

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## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment A	Sample Contract	Do Not Submit with Proposal
Attachment B	Bid/Proposal Affidavit	Submit with Technical Proposal
Attachment C	Contract Affidavit	Do Not Submit with Proposal
Attachment D	Minority Business Enterprise Forms	Not Applicable
Attachment E	Conflict of Interest Affidavit and Disclosure	Submit with Technical Proposal
Attachment F	MSRP Commitment Affidavit	Submit with Financial Proposal
Attachment G	Mercury Affidavit	Submit with Technical Proposal
Attachment M	VSBE	Not Applicable

\*If not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

**ATTACHMENT A - EXAMPLE OF THE STATE'S CONTRACT FOR  
THE ASSISTIVE TELECOMMUNICATIONS EQUIPMENT RFP**

**STATE OF MARYLAND  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**Contract  
“Assistive Telecommunications Equipment (ATE) and Associated Peripherals”  
PROJECT NO. 060B4400010**

**THIS CONTRACT (the “Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF INFORMATION TECHNOLOGY** (“DoIT” or sometimes the “Agency”).

**IN CONSIDERATION** of the premises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

1.1 “Contract” means this contract for Assistive Telecommunications Equipment (ATE) and Associated Peripherals.

1.2 “Contractor” means \_\_\_\_\_, whose principle business address is \_\_\_\_\_.

1.3 “Contract Manager” means the individual identified in Section 1.6 B of the RFP . The Agency may change the Contract Manager at any time by written notice.

1.4 “Department” means the Department of Information Technology (DoIT).

1.5 “Procurement Officer” means the individual identified in Section 1.6 A of the RFP. The Agency may change the Procurement Officer at any time.

1.6 “RFP” means the Request for Proposals for Assistive Telecommunications Equipment (ATE) and Associated Peripherals Solicitation #060B4400010, dated May 1, 2014, and any amendments thereto issued in writing by the State.

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal dated \_\_\_\_\_.

## **2. Statement of Work**

2.1 The Contractor shall provide deliverables, goods and services specific to the Contract awarded in accordance with Exhibits listed in this section and incorporated as part of this Contract. If there are any inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – Purchase Order (when executed).

Exhibit C – POIFB or PORFP (when released).

Exhibit D – Master Contractor's response to the POIFB or PORFP (when submitted).

Exhibit E – Technical Proposal

Exhibit F – Financial Proposal

Exhibit G – The Contract Affidavit

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **3. Time for Performance.**

Unless terminated earlier as provided in this Contract, the term of this Contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

## **4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any POIFB or PORFP, the Agency shall pay the Contractor in accordance with the not-to-exceed rates and terms of Exhibit F, Contractor's Financial Proposal. POs that are on a time and materials basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any PO without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis shall be limited to the price specified in the POIFB or PORFP, regardless of the actual cost to the Contractor.

The Contractor shall not receive any other payment for the Services.

4.2 Invoices must be provided in the format and on the schedule identified in the RFP. Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. The

Contractor's eMaryland Marketplace identification number is\_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

## **5. Rights to Records**

5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential

information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **7. Non-Hiring of Employees**

No official or employee of the State of Maryland or any unit thereof, as those terms are defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **8. Exclusive Use and Ownership**

8.1 Ownership and Use. The State is the sole and exclusive owner of the Software requested in the RFP and provided by the Contractor (“Software”), and all intellectual property relating thereto including but not limited to copyright, patent and trademark registrations, and Contractor hereby transfers to the State any and all rights it may have relating to the Software. The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with the Software and this Contract.

8.2 Assignment of Rights. Contractor agrees to assign, and upon creation of such work automatically assigns, to the Department, its successors and assigns, without additional consideration, ownership of all intellectual property rights in the Software, insofar as any such work or process, by operation of law, may not be considered work made for hire by Contractor for the Department or is not otherwise owned in its entirety by the Department.

8.3 Documentation. Contractor shall regularly and timely furnish to the Contract Manager copies of any applicable source code, design tools, drawings, plans, specifications, documents, diagrams and data including but not limited to data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagrams, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code, developed or produced in connection with the Software, in forms pre-approved by the Contract Manager.

8.4 Limitations. Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Software, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

8.5 Confidentiality. Contractor shall at all times treat all information and material relating to the Software in accordance with the confidentiality provision of this Contract.

## **9. Patents, Copyrights, Intellectual Property**

9.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

9.2. The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a settlement of claims occur or a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 9.3 below.

9.3. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **10. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

## **11. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **12. Maryland Law**



This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

### **13. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified person with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

### **15. Nonavailability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **16. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor,

the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

### **17. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

### **18. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

### **19. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

### **20. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

### **21. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **22. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## **23. Retention of Records.**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after close out of this Contract and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section. This provision shall survive expiration of this Contract.

## **24. Compliance with Laws.**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

E. Title to the Software, including copyright ownership and other applicable intellectual property rights, is held solely and exclusively by the State, free and clear of all liens, claims, security interests or encumbrances.

## **25. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **26. Living Wage**

26.1. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. This contract has been deemed to be a Tier 1 contract.

26.2. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour.

26.3. The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

26.4. The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

## **27. Commercial Non-Discrimination**

27.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

27.2. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.

27.3. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **28. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **29. Indemnification**

29.1. The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

29.2. The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

29.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

29.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the

defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract. Section 29 shall survive expiration of this Contract.

### **30. Orderly Termination**

Upon the expiration or earlier termination of this Contract, Contractor shall:

- a. promptly, diligently, efficiently and in good faith work with any successor contractor and the Department to transition Services over to the successor contractor;
- b. during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the rates, fees and other charges that Contractor may be permitted to charge the Department under the Contract, and under no circumstances shall the Contractor be entitled to raise any such rates, fees and/or other charges during the transition period; and,
- c. at the end of the transition period, provide the Department with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the services to the successor contractor have been completed, or if they have not been completed, why they have not been completed. The Department shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

### **31. Nonvisual Accessibility Warranty**

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

### **32. Administrative**

32.1. Procurement Officer and Contract Manager. The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

32.2. Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Brenda Kelly-Frey  
Contract Manager  
Department of Information Technology - TAM  
301 W. Preston St.  
Baltimore, MD 21201  
Phone Number: (410) 767-5891  
E-Mail: [brenda.kelly-frey@maryland.gov](mailto:brenda.kelly-frey@maryland.gov)

With a copy to:

Dale Eutsler  
Procurement Officer  
Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401-1907  
Phone: 410-260-7863  
E-Mail: [Dale.Eutsler@Maryland.gov](mailto:Dale.Eutsler@Maryland.gov)

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF INFORMATION TECHNOLOGY

\_\_\_\_\_  
By:

\_\_\_\_\_  
Gregory Urban, Deputy Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal sufficiency this \_\_\_\_\_ day \_\_\_\_\_, 2014

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)



## **ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

### **A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**B-2. Certification Regarding Veteran-Owned Small Business Enterprises.** The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business

enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 
- 

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed

to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## ATTACHMENT C – CONTRACT AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

### B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

*Name and Department ID Number:* \_\_\_\_\_

*Address:* \_\_\_\_\_.

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

*Name and Department ID Number:* \_\_\_\_\_

*Address:* \_\_\_\_\_.

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches

\$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

## F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:



To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

Effective August 8, 2011

**ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

**ATTACHMENT E - CONFLICT OF INTEREST AFFIDAVIT AND  
DISCLOSURE**

- A) "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 the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, 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.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_

(Authorized Representative and Affiant)

## ATTACHMENT F – MSRP COMMITMENT AFFIDAVIT

### I. INSTRUCTIONS:

1. For **each** Functional Area I through XI, where the Offeror provides a valid Letter of Authorization for that product line it proposes, place a check mark. Under the sub-heading ‘Manufacturer(s),’ state each of the manufacturer(s) of the equipment product line(s).
2. Complete the form by filling in the ‘Submitted By:’ information. The form shall only be signed by a company representative that has the valid ability to commit the company and its resources.
3. By signing the Attachment F-MSRP Commitment form, the Offeror makes the commitment that as a Master Contractor it will provide unit pricing in response to the secondary level of competition for a POIFB or PORFP no higher than the MSRP that is published as of the date of the proposal submitted in response to each POIFB or PORFP. The MSRP is a ceiling for each unit’s price only.

For items that do not have an MSRP, as in the case when a manufacturer is the only distributor of its own product, then the manufacturer’s proposed price on its letterhead is sufficient.

II. I, as an Offeror to this Assistive Telecommunications Equipment RFP currently have Letters of Authorization to propose and subsequently provide equipment, services, and warranties as applicable in product lines available in the following checked Functional Areas. Place a Check Mark each one that is applicable:

- Functional Area I – Amplified Telephones and Associated Peripherals
- Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals
- Functional Area III – Captioned Telephones and Associated Peripherals
- Functional Areas IV – TTY, VCO Phones, HCO Phones and Associated peripherals
- Functional Area V – Specialized Accessories / Switches and Associated Peripherals
- Functional Area VI – Hands-free Telephones / Devices and Associated Peripherals
- Functional Area VII – Devices for Speech Impaired and Associated Peripherals
- Functional Area VIII – Devices for Visually Impaired and Associated Peripherals
- Functional Area IX – Devices for Cognitively Impaired and Associated Peripherals
- Functional Area X – Wireless Devices / Videophones and Associated Peripherals
- Functional Area XI – Extended Warranty(ies)

**ATTACHMENT F- MSRP COMMITMENT AFFIDAVIT  
(CONTINUED)**

I ACKNOWLEDGE BY SIGNING THIS AFFIDAVIT, I COMMIT TO THE REQUIREMENT OF PROVIDING PRICING NO HIGHER THAN THE MSRP FOR THE PRODUCT'S UNIT PRICING THAT IS CURRENT AS OF THE DATE OF THE APPLICABLE POIFB OR PORFP PROPOSAL'S SUBMISSION DURING THE SECONDARY LINE OF COMPETITION.

OFFERORS SHALL STATE BELOW THE MANUFACTURER(S) OF THE EQUIPMENT PROPOSED (ATTACH ADDITIONAL SHEETS, IF NECESSARY) FOR EACH FUNCTIONAL AREA CHECKED ABOVE:

Manufacturer(s):

SUBMITTED BY:

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
FEIN NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER



**ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS  
ENTERPRISE**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.