

Request for Proposals (RFP)



Department of Information Technology (DoIT)

DATA TELECOMMUNICATIONS SERVICES

PROJECT NO. F50B4400028

ISSUE DATE: June 6, 2014

NOTICE

Minority Business Enterprises are encouraged to respond to this Solicitation

TABLE OF CONTENTS

TABLE OF CONTENTS	2
STATE OF MARYLAND	5
NOTICE TO OFFERORS/CONTRACTORS	5
KEY INFORMATION SUMMARY SHEET	6
SECTION 1 - GENERAL INFORMATION	7
1.1 SUMMARY STATEMENT	7
1.2 ABBREVIATIONS AND DEFINITIONS	8
1.3 MASTER CONTRACT TYPE	11
1.4 MASTER CONTRACT DURATION	11
1.5 PRICING FOR CONTRACT/CONTRACT MODIFICATIONS	11
1.6 PERSONNEL ROLES AND RESPONSIBILITIES	12
1.7 PROCUREMENT OFFICER	12
1.8 CONTRACT MANAGER.....	12
1.9 PRE-PROPOSAL CONFERENCE	13
1.10 USE OF eMARYLAND MARKETPLACE (eMM)	13
1.11 QUESTIONS	13
1.12 PROPOSAL DUE (CLOSING DATE).....	13
1.13 DURATION OF OFFER	13
1.14 REVISIONS TO THE RFP	14
1.15 CANCELLATIONS/DISCUSSIONS	14
1.16 ORAL PRESENTATION	14
1.17 INCURRED EXPENSES	14
1.18 ECONOMY OF PREPARATION	14
1.19 PROTESTS/DISPUTES	15
1.20 MULTIPLE OR ALTERNATE PROPOSALS	15
1.21 ACCESS TO PUBLIC INFORMATION ACT NOTICE	15
1.22 OFFEROR RESPONSIBILITIES	15
1.23 MANDATORY CONTRACTUAL TERMS.....	15
1.24 PROPOSAL AFFIDAVIT	15
1.25 CONTRACT AFFIDAVIT	15
1.26 MINORITY BUSINESS ENTERPRISES (MBE).....	16
1.27 VETERANS PREFERENCE.....	16
1.28 ARREARAGES.....	17
1.29 PROCUREMENT METHOD.....	17
1.30 VERIFICATION OF REGISTRATION AND TAX PAYMENT	17
1.31 FALSE STATEMENTS	17
1.32 VISUAL AND NON-VISUAL ACCESS.....	18
1.33 IRANIAN NON-INVESTMENT	18
1.34 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	18
1.35 PROMPT PAY.....	19
1.36 LIVING WAGE REQUIREMENT	19

1.37	CONFLICT OF INTEREST	19
1.38	CONTRACT EXTENDED FOR USERS NOT UNITS OF STATE GOVERNMENT	20
SECTION 2 - SCOPE OF WORK		21
2.1	PURPOSE.....	21
2.2	REQUIREMENTS OVERVIEW	21
2.3	TECHNICAL REQUIREMENTS FOR ALL SERVICE TYPES	22
2.4	FUNCTIONAL AREA I - WIDE BAND DDS REQUIREMENTS	23
2.5	FUNCTIONAL AREA II - WIRELESS ACCESS DATA SERVICE REQUIREMENTS	25
2.6	FUNCTIONAL AREA III - LAST MILE ACCESS DATA SERVICE REQUIREMENTS FOR ETHERNET DELIVERY	26
2.7	PORFP PROCEDURES	27
2.8	SERVICE ORDER FULFILLMENT	28
2.9	PROCEDURE FOR ADDING A SERVICE OFFERING, TAX OR SURCHARGE.....	31
2.10	GENERAL OPERATIONS AND MAINTENANCE REQUIREMENTS.....	31
2.11	SERVICE CENTER AND TROUBLE REPORTING	33
2.12	INSURANCE	36
2.13	TRANSITION-IN AND TRANSITION-OUT	37
2.14	SECURITY REQUIREMENTS	38
2.15	DISASTER RECOVERY	41
2.16	STAFFING REQUIREMENTS.....	41
2.17	DOCUMENTATION	43
2.18	REPORTS AND MEETINGS	43
2.19	MBE PARTICIPATION REPORTS	44
2.20	INVOICING	45
2.21	PRECEDENCE OF CONTRACT OVER TARIFF	46
2.22	LIQUIDATED DAMAGES	46
SECTION 3 - PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....		48
3.1	TWO PART SUBMISSION	48
3.2	PROPOSALS	48
3.3	PROPOSAL SUBMISSION REQUIREMENTS	48
3.4	VOLUME I – TECHNICAL PROPOSAL.....	48
3.5	VOLUME II - FINANCIAL PROPOSAL.....	52
SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCESS		53
4.1	EVALUATION CRITERIA	53
4.2	TECHNICAL CRITERIA.....	53
4.3	FINANCIAL CRITERIA	53
4.4	RECIPROCAL PREFERENCE.....	53
4.5	SELECTION PROCEDURES.....	53
SECTION 5 - LIST OF ATTACHMENTS.....		55
ATTACHMENT 1 PRICE PROPOSAL FORM.....		56
ATTACHMENT 2 CONTRACT		59
ATTACHMENT 3 BID PROPOSAL AFFIDAVIT		75

ATTACHMENT 4 MINORITY BUSINESS ENTERPRISE FORMS.....80
ATTACHMENT 5 CONTRACT AFFIDAVIT103
ATTACHMENT 6 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE107
ATTACHMENT 7 PRE-PROPOSAL RESPONSE FORM.....108
ATTACHMENT 8 PRE-PROPOSAL CONFERENCE DIRECTIONS.....109
ATTACHMENT 9 LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.....110
ATTACHMENT 10 LIVING WAGE AFFIDAVIT OF AGREEMENT.....112
ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (OFFEROR)113
ATTACHMENT 12 NON-DISCLOSURE AGREEMENT (CONTRACTOR)114
ATTACHMENT 13 MERCURY AFFIDAVIT115
ATTACHMENT 14 CRIMINAL BACKGROUND CHECK AFFIDAVIT117
ATTACHMENT 15 LIST OF INTERSTATE CIRCUITS118
**ATTACHMENT 16 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION
(VSBE)119**

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: Data Telecommunications Services

Solicitation No: F50B4400028

1. 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 insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (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: _____

2. 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:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

KEY INFORMATION SUMMARY SHEET

RFP Title:	Data Telecommunications Services
RFP Number:	F50B4400028
RFP Issue Date:	6/6/2014
Closing Date and Time:	07/1/ 2014 at 2:00 PM Local Time
RFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions:	Email only to Michael Meinel Michael.Meinel@maryland.gov
Questions Due Date and Time:	06/ 19/ 2014 at 5:00 PM Local Time
Procurement Officer:	Michael Meinel Office Phone Number: (410) 260-7179 Email: Michael.Meinel@maryland.gov
Contract Manager:	David Mangrum Director - Networks 45 Calvert St Annapolis, Maryland 21401 Phone Number: 410-260-7575 E-mail: david.mangrum@maryland.gov
Proposals are to be sent to:	Maryland DoIT 45 Calvert Street, Room 442 Annapolis, MD 21401 Attention: Michael Meinel
Type:	Indefinite Quantity Contract with Firm Fixed Unit Price
Contract Duration	12 years, with expansion windows every 3 years
MBE Goal:	0%
VSBE	0%
Small Business Reserve (SBR):	No
Pre-proposal Conference:	Not Applicable

SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

- 1.1.1 DoIT is issuing this RFP to procure Data Services (DS) for Wide Band Digital Data Services (DDS), Wireless Access, and Last Mile Access to support the data telecommunications needs of the State of Maryland. The Master Contract resulting from this RFP will provide DoIT with the flexibility of obtaining data telecommunications services quickly and efficiently by issuing Purchase Order Requests for Proposals (PORFP) for specific services.
- 1.1.2 The State intends to award multiple offerors on this Master Contract. Offerors are invited to submit proposals on all or individual Functional Areas (Section 1.1.3) in all or individual LATAs (Section 1.1.4) within the State of Maryland. Proposals shall be submitted to the State as one offering. Awards shall be made to all qualified offerors able to provide the required levels of service for one or more of the defined Functional Areas, per one or more LATA, for the contract period based upon the evaluation criteria detailed in Section 4. The State may award multiple contracts for each Functional Area/LATA.
- 1.1.3 The scope of this solicitation encompasses the following three (3) Functional Areas:
- Functional Area I – Wide Band DDS
 - Functional Area II – Wireless Access Data Services
 - Functional Area III – Last Mile Access Data Services
- 1.1.4 The State provides data services to Maryland's four (4) LATAs.
- LATA 236 Washington
 - LATA 238 Baltimore
 - LATA 240 Hagerstown
 - LATA 242 Salisbury
- 1.1.5 The scope of the Master Contract resulting from this RFP includes interstate data services where a circuit terminates outside of a Maryland LATA. Please see Attachment 15 for a current list of locations outside of the State that are within the scope of this RFP. This list is not intended to restrict future out-of-state locations.
- 1.1.6 It is the State's intention to obtain services, as specified in this RFP, from contracts between the selected offerors and the State. It is also the State's intention to transition the State's existing embedded base of high capacity and local access circuits to the selected Master Contractors as deemed financially advantageous to the State under this RFP during the period of the Master Contract. Identified transitions shall occur on a schedule determined by the State, and shall occur through the issuance of a PORFP.

- 1.1.7 Each request for data telecommunications services throughout the term of the Master Contract will be issued and summarized by DoIT in a PORFP. A Master Contractor Matrix for each Functional Area will be established and maintained by DoIT. All offerors awarded a Master Contract for the Functional Area and LATA for which a PORFP has been issued will be invited to compete for the award. Based upon PORFPs issued by the State of Maryland, a Master Contractor will be selected to provide the requested services. A Purchase Order (PO) will then be issued by DoIT to the selected Master Contractor, which will bind the Master Contractor to the terms of the PORFP response, including the price. Neither a PORFP, nor a PO, may, in any way, conflict with or supersede the Master Contract.
- 1.1.8 The State makes no guarantee that it will purchase any service from any resulting master contract. This Master Contract will not be construed to require the State to procure exclusively from the Master Contractor(s). 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 the Master Contractor.
- 1.1.9 Offerors may provide required services as a reseller or provide services directly from their facilities.
- 1.1.10 Offerors will not use the State’s private network to provide any services listed within this RFP.

1.2 ABBREVIATIONS AND DEFINITIONS

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

Acronyms defined in this section will not be further defined within this RFP.

Agency	The unit of the Maryland State government requiring equipment and services through the PORFP issued by DoIT.
APN	Access Point Name
BER	Bit Error Rate. The percentage of received bits in error compared to the total number of bits received
CFM	Connectivity Fault Management
CIR	Committed Information Rate. The level of data traffic that the carrier agrees to handle over a period of time
COMAR	Code of Maryland Regulations, available on-line at www.dsd.state.md.us
Contract Manager	The State representative who serves as the manager for the resulting Master Contract. The Contract Manager monitors the daily activities of the Master Contract and provides guidance to Master Contractors
CPE	Customer Premise Equipment. Equipment connected to the network residing on customer’s premises
DHCP	Dynamic Host Configuration Protocol
DS-3	Digital Signal level 3 T-carrier
DSCP	Differentiated Services Code Point
DOCSIS	Data Over Cable Service Interface Specification

DoIT	Maryland Department of Information Technology, the agency that has sole authority to issue PORFPs under the resulting Master Contract.
DSL	Digital Subscriber Line
Expansion Window	A specific period of time during the Master Contract period during which DoIT will accept proposals from companies seeking to be added to the Master Contract and from Master Contractors wishing to add Functional Areas or LATAs.
EVC	Ethernet Virtual Circuits
Functional Area	For the purposes of this procurement, defined as a grouping of services into specific categories as defined by DoIT.
Interoperability	For the purposes of this procurement, defined as the ability of each service contractor to effectively and efficiently transfer all information and control data within its own network, and between its network and those of other service providers, so that a given service operates transparently and without performance degradation.
IPSEC	Internet Protocol Security
IXC	Interexchange Carrier. Carrier authorized by the FCC to provide IXC services in the State
LAN	Local Area Network
Last Mile Access	Final leg of connection between the network provider and the retail customer
LATA	Local Access and Transport Area. Geographical area within which a carrier may offer data telecommunications services
LEC	Local Exchange Carrier. Carrier authorized by the State of Maryland Public Service Commission to provide local service in a State of Maryland LATA
Local Loops	The physical connection from the State's premise to a carrier's point-of-presence
Local Time	Time in the Eastern Time Zone as observed by the State of Maryland
Master Contract	The contract that will be awarded as a result of this RFP. The Master Contract will be in the form of Attachment 2.
Master Contractor (MC)	An Offeror who is awarded a Master Contract under this RFP
Master Contractor's Contract Administrator	Person designated as the single point-of-contact in the Offeror's Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Master Contractor
MEF	Metro Ethernet Forum
MPLS	Multiprotocol Label Switching
MTU	Maximum Transmission Unit
NID	Network Interface Device
OAM	Operations, Administration, and Maintenance
OC-3 (Optical Carrier 3)	Network line with transmission data rate of up to 155.52 Mbit/s
OC-12 (Optical Carrier 12)	Network line with transmission speeds of up to 622.08 Mbit/s
OCC	Other Common Carrier

Offeror	An entity that submits a proposal in response to this RFP
On-Net List	List detailing the building locations and services provided to those locations by a given service provider.
PDU	Protocol Data Unit
POC	Point of Contact
Procurement Officer	The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the resulting Master Contract
Purchase Order (PO)	Once signed by the State, a binding agreement between the State and the Master Contractor for items or services identified at the specified price
Purchase Order Contractor (PO Contractor)	A Master Contractor that has been awarded a PO for a specific PORFP
PORFP Procurement Officer	The Procurement Officer identified in the PORFP who has the sole responsibility for the management of the PORFP process, issuing of any PO that may result from the PORFP, for the resolution of PO scope issues, and for authorizing any changes to the PO
Purchase Order Proposal (PO Proposal)	The technical and financial response by a Master Contractor to a PORFP
Purchase Order Request for Proposals (PORFP)	A solicitation document that describes all specifics regarding the technical specifications, performance characteristics, and service levels as required by the State for a given solicitation of data telecommunications equipment and services under the Data Telecommunications Services Master Contract
QoS	Quality of Service
Request for Proposal (RFP)	This Request for Proposals for the Maryland DoIT, including any amendments
Service Order	Work order generated by the Master Contractor to complete a task associated with a Purchase Order
SIM	Subscriber Identity Module
SLA	Service Level Agreement
State of Maryland Business Hours	8:00 A.M. to 5:00 P.M., local time, Monday – Friday, excluding State holidays
State POC	Point of Contact designated by the State in a PORFP
Stratum Three Clock	<p>A source of network timing: accuracy 1ppm, stability 10ppb/Day, Pull-in-Range 4.6ppm, and *Time to first Frame Slip 3.5 Hours.</p> <p>* To calculate slip rate from drift, one assumes a frequency offset equal to the above drift in 24 hours, which accumulates bit slips until 193 bits have been accumulated. Drift rates for various atomic and crystal oscillators are not usually linear or not necessarily continually increasing.</p>

Surcharges	A surcharge the Offeror plans to charge the State for the services requested in the scope of work and included in the Financial Proposals. A Surcharge shall only be billed if explicitly priced in the Contract. A fee is a type of surcharge.
Tariff	An open contract between a telecommunications service provider and the public, filed with an appropriate regulating body. Tariffs contain the rates, terms and conditions of certain services provided by telecommunications carriers
Taxes	A tax the Offeror plans to charge the State for the services requested in the scope of work and included in the Financial Proposals. A tax shall only be billed if explicitly priced in the Contract.
Termination Date	The date the State selects for termination of a service
UNI	User Network Interface
VLAN	Virtual Local Access Network
VPN	Virtual Private Network
VRF	Virtual Routing and Forwarding
Wide-Band Digital Data Services (DDS)	Transmission facility greater than T-1; Wideband is a transmission medium or channel that has a wider bandwidth than one voice channel (with a carrier wave of a certain modulated frequency).

1.3 MASTER CONTRACT TYPE

The Master Contract resulting from this RFP shall be a Fixed-Unit Price, Indefinite Quantity Contract in accordance with COMAR 21.06.03.02 and 21.06.03.06. Fixed Price (FP) PORFPs will be issued under the Master Contract as described in each respective PORFP, as appropriate to the type of products and/or services requested.

1.4 MASTER CONTRACT DURATION

The term of this Master Contract shall be for a period of twelve (12) years, beginning on or about October 1, 2014 and will terminate on September 30, 2026. At three (3) year intervals following the award of the Data Telecommunications Services Master Contract, DoIT will announce an Expansion Window during which new offerors may propose to become Master Contractors. Further, during an announced Expansion Window, DoIT will allow existing Master Contractors to propose to add Functional Areas/LATAs to their Master Contracts. Expansion Windows will continue through Year nine (9) of the Master Contract.

1.5 PRICING FOR CONTRACT/CONTRACT MODIFICATIONS

The rates for services will remain the same or lower through the entire term, including renewals, of the Master Contract. Master Contractors may grant a concession to the State and lower the rates at any time during the Master Contract by submitting revised service rates to the Procurement Officer. Rates for any contract modification shall be the same or lower than the rates established in a Master Contractor's tariff, if a tariff exists.

1.5.1 Most Favored Customer

When submitting prices under a PORFP, the Contractor shall provide the most favored customer price or lower.

To provide ongoing competitive prices to users of this contract, each Master Contractor shall ensure that the State shall receive favorable rates during the term of this Master Contract. The rates set forth shall not exceed the Master Contractor's commercial price list, its established tariff, or rates being provided to its largest service customers. If at any time this should occur, the Master Contractor shall immediately notify the contracting office and offer the lower prices for incorporation into this Master Contract.

1.5.2 Price Reduction Modifications

For the duration of a PORFP, the Contractor shall provide price reduction modifications as follows.

Master Contractors shall provide to the Procurement Officer all temporary or permanent price reductions, whether the price reduction occurs as a result of changes under Section 1.5.1 or otherwise. The data provided shall include all contract pricing tables, and the effective date(s) of the price reduction, even if the price reduction is retroactive to a date before the date of submission to the Procurement Officer.

1.6 PERSONNEL ROLES AND RESPONSIBILITIES

- **Procurement Officer** – The Procurement Officer has the primary responsibility for managing the procurement process resulting in an issued RFP.
- **Contract Manager** - The Contract Manager is responsible for overseeing all of the work required under all Purchase Orders generated from any PORFP.
- **Master Contractor** - One or more Contractors awarded a contract in response to this RFP. The Master Contractors shall provide the necessary resources, personnel, and subcontractors to perform the tasks and meet the RFP objectives in response to awarded PORFPs.
- **Master Contractor Personnel** - Employees and agents and subcontractor employees and agents performing work at the direction of the Master Contractors under the terms of the Master Contract awarded from this RFP.

1.7 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this RFP prior to the award of any Master Contract is the Procurement Officer at the address listed in the [Key Information Summary Sheet](#).

DoIT may change the Procurement Officer at any time by written notice to the Offerors or Master Contractors.

1.8 CONTRACT MANAGER

The Contract Manager monitors the daily activities of the Master Contract and provides technical guidance to the Master Contractor. The Contract Manager is listed in the [Key Information Summary Sheet](#).

DoIT may change the Contract Manager at any time by written notice to the Master Contractors.

1.9 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the [Key Information Summary Sheet](#).

1.10 USE OF eMARYLAND MARKETPLACE (eMM)

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT website www.DoIT.maryland.gov and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-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. Registration is free. Register at: <https://emaryland.buyspeed.com/bs0/> Click on "Registration" and follow the prompts.

1.11 QUESTIONS

1.11.1 All questions shall be submitted via email to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers to all questions that are not clearly specific only to the requestor will be distributed to all vendors who are known to have received a copy of the RFP.

1.11.2 Only answers that have been answered in writing by the State can be considered final and binding.

1.12 PROPOSAL DUE (CLOSING DATE)

The Proposal Due Date 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.

1.13 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for the later of 180 days following the latter of (1) the later of the closing date of proposals or Best and Final Offers (BAFO) (if requested), or (2) 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.

1.14 REVISIONS TO THE RFP

- 1.14.1 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 Procurements web page and through e-Maryland-marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.
- 1.14.2 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.

1.15 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 Master Contract based upon the written proposals received without prior discussions or negotiations.

1.16 ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Master Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Oral presentations typically occur approximately 4-6 weeks after the proposal due date.

1.17 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.

1.18 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.

1.19 PROTESTS/DISPUTES

Any protest or dispute related respectively to this solicitation or the resulting Master Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). Protests or disputes shall only be submitted through hand delivery or delivery via the U.S. Postal Service. Electronic protest or dispute submissions shall not be allowed.

1.20 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.21 ACCESS TO 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 can be disclosed (see COMAR 21.05.08.01).

1.22 OFFEROR RESPONSIBILITIES

Any selected Offeror shall be responsible for all products and services required by this RFP. Additional information regarding MBE Subcontractors is provided under paragraph 1.26 below. 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.

1.23 MANDATORY CONTRACTUAL TERMS

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 Master Contract, attached as Attachment 2. Any exceptions to this RFP or the Master Contract shall be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.24 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 3 of this RFP.

1.25 CONTRACT AFFIDAVIT

All Offerors are advised that if a Master 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 5 of this RFP. This Affidavit shall be

signed and provided to DoIT within five (5) business days after notification of proposed Master Contract award.

1.26 MINORITY BUSINESS ENTERPRISES (MBE)

The State shall assess the potential for an MBE subcontractor participation goal for each PORFP issued and shall set a goal, if appropriate.

Each Offeror shall complete, sign and submit, without edits, Attachment 4 - D-1A Master Contractor Acknowledgement of Task Order MBE Requirements at the time it submits its technical response to the RFP. Failure to do so will result in the State's rejection of the Offeror's Proposal to the RFP.

Master Contractors responding to a PORFP containing an MBE goal shall complete, sign, without edits, and submit all required MBE documentation - Attachments D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE Participation Schedule) at the time of TO Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the PORFP.

Each Master Contractor, once awarded a PORFP, will be responsible for submitting the following forms to provide the State with ongoing monitoring of MBE Participation:

D-3 (Outreach Efforts Compliance Statement)

D-4 (Subcontractor Project Participation Statement)

D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report)

D-6 (MBE Subcontractor/Master Contractor Unpaid MBE Invoice Report)

The most current directory of certified MBEs is <http://mbe.mdot.state.md.us/directory/> or through MDOT, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, MD 21076, phone number 410-865-1269.

1.26.1 MBE COMPLIANCE AND LIQUIDATED DAMAGES

It is critical to the success of the State's MBE Program that its contractors make good faith efforts to comply with the Program and contract provisions. To that end, COMAR 21.11.03.10 requires all contracts containing certified MBE participation goals to also contain a liquidated damages provision in the event the contractor fails to comply in good faith with the provisions of the State MBE laws or the pertinent contract terms.

By submitting a response to this solicitation, the Master Contractor agrees to make good faith efforts to comply with the MBE program, and agrees that it shall be subject to the Liquidated Damages provision set forth at §34 of the Master Contract (Attachment 2).

1.27 VETERANS PREFERENCE

The State shall assess the potential for a VSBE subcontractor participation goal for each PORFP issued and shall set a goal, if appropriate.

Each Offeror shall complete, sign and submit, without edits, Attachment 16-V1A Master Contractor Acknowledgement of PORFP VSBE Requirements at the time it submits its technical response to the RFP. Failure to do so will result in the State's rejection of the Offeror's Proposal to the RFP.

Master Contractors responding to a PORFP containing a VSBE goal shall complete, sign, without edits, and submit all required VSBE documentation - Attachments 16 V-1 (Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule) at the time of Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the PORFP.

Each Master Contractor once awarded a PORFP, will be responsible for submitting the following forms to provide the State with ongoing monitoring of VSBE Participation:

V-2 (VSBE Subcontractor Participation Statement) – due 10 days after notification of award

V-3 (VSBE Prime Contractor Unpaid Invoice Report)

V-4 (VSBE Subcontractor Unpaid Invoice Report)

The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

1.28 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 Master Contract award.

1.29 PROCUREMENT METHOD

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

1.30 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 Master Contract award.

1.31 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.

1.32 VISUAL AND NON-VISUAL ACCESS

- 1.32.1 The Offeror warrants that the information technology offered under this 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 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.
- 1.32.2 For purposes of this Master 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.
- 1.32.3 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.*

1.33 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a Certification Regarding Investments in Iran. A copy of this Certification is included as part of the Bid/Proposal Affidavit, Attachment 3 of this RFP.

1.34 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/GAC X-10 form can be downloaded at the following URL:
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.35 PROMPT PAY

This procurement and the Master 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 Master Contract, §33 (see Attachment 2). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>.

1.36 LIVING WAGE REQUIREMENT

- 1.36.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.36.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 1.36.3 The Master Contracts resulting from this solicitation have been deemed to be Tier 1 Contracts.

1.37 CONFLICT OF INTEREST

- 1.37.1 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. This section of the State Ethics Law may apply to PORFPs issued to Master Contractors under the Data Telecommunications procurement.
- 1.37.2 Offerors shall provide data telecommunications services 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 PO proposal submitted in response to a PORFP. A copy of this Affidavit is included as Attachment 6 of this RFP. If the Procurement Officer makes a determination before award of a PO pursuant to a respective

PORFP 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

- 1.37.3 By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.38 CONTRACT EXTENDED FOR USERS NOT UNITS OF STATE GOVERNMENT

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 Master Contractors, goods or services covered by this Master Contract at the same maximum prices to which the State would be subject under the resulting Master Contract. All such purchases:

- Shall constitute Contracts between the Master Contractor and that government or entity;
- For non-State entities, shall not constitute purchases by the State or State agencies under this Master 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 Master Contractor and the purchaser. Master Contractor bears the risk of determining whether or not a government or agency with which the Master Contractor is dealing is a State entity.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

- 2.1.1 The State is issuing this solicitation for the purposes outlined in Section 1.1 of this RFP.
- 2.1.2 The scope of services contained herein is intended to outline general requirements under this RFP. Specific details of scope, time and budget shall be provided in each individual PORFP.
- 2.1.3 The scope of this solicitation encompasses the following three (3) Functional Areas:
- Functional Area I – Wide Band DDS
 - Functional Area II – Wireless Access Data Services
 - Functional Area III – Last Mile Access Data Services
- 2.1.4 Maryland consists of four (4) LATAs:
- LATA 236 Washington
 - LATA 238 Baltimore
 - LATA 240 Hagerstown
 - LATA 242 Salisbury
- 2.1.5 The State operates a high-speed wide area network with equitable access to network services regardless of location for all State agencies. It is comprised of a wide range of network circuits inter-connected to create an information network.

The State has a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, host-to-terminal cluster communications and host-to-host communications.

The State network utilizes MPLS and QoS protocols to optimize delivery of data, voice, and video across the Wide Area Network, as well as support critical applications that service the State and its citizens.

2.2 REQUIREMENTS OVERVIEW

- 2.2.1 Sections 2.3 – 2.6 are based on the State’s current technical environment as of the date that this RFP is issued.
- 2.2.2 The current specifications do not preclude the State from requesting additional services should the needs of the State change or should new technologies become available.

- 2.2.3 The Offeror shall demonstrate that it is able to meet the Requirements (Sections 2.3 through 2.6) in **each** Functional Area that it intends to propose, for **each** LATA that it intends to propose.
- 2.2.4 Each circuit transitioned from the State's embedded base from one vendor to another shall be treated as a new installation and, as such shall be governed by the specifications and terms of the Master Contract to be awarded under this RFP.
- 2.2.4.1 A State incumbent Contractor for data services circuits awarded a Contract for the same services currently provided shall charge no installation fee for the transition; however, all other requirements in this RFP apply to each transitioned circuit.
- 2.2.4.2 The selected PO Contractor shall coordinate a timetable with incumbents and the State for transition of the incumbent's portion of the State's embedded base.

2.3 TECHNICAL REQUIREMENTS FOR ALL SERVICE TYPES

- 2.3.1 The Master Contractor shall describe the SLAs for the following categories:
- Packet loss
 - Latency
 - Jitter
 - Service Restoration
- 2.3.2 The Master Contractor shall describe the capacity of its network to support "Priority 1" traffic (i.e. critical applications).
- 2.3.3 The Master Contractor shall provide a map detailing its network coverage both in the State and in the United States, including a declaration of what constitutes coverage.
- If applicable, multiple maps describing various service offerings and coverage maps may be provided (e.g. 1X, EVDO, 3G, and 4G).
- 2.3.4 For Wireless Access DS and Last Mile DS, delivery of the UNI shall be available as an Ethernet handoff at both ends.
- 2.3.5 The Master Contractor shall adhere to the following UNI specifications:
- 2.3.5.1 UNI shall support speeds of minimum 10 Mbps and up to maximum speed of current ratified Ethernet Standard (IEEE 802.3); if the Ethernet standard is revised the speeds should be updated accordingly.
- 2.3.5.2 For Copper UNIs, auto-negotiation shall be supported for both speed and duplex.
- 2.3.5.3 For Fiber Optic UNIs of speeds greater than or equal to 1Gbps, auto-negotiation shall be supported.
- 2.3.5.4 All links shall be full duplex end to end.

- 2.3.5.5 The Master Contractor shall support physical UNI interface types for ratified IEEE 802.3 Standards Specifications.
 - Each PORFP will specify the desired interface.
 - Orders may require copper or fiber based service delivery at the discretion of DoIT and as specified in the PORFP.
- 2.3.5.6 Service speed shall not dictate UNI Speed or handoff.
- 2.3.5.7 All UNIs shall support termination of multiple concurrent services.
- 2.3.6 For solutions where contention for bandwidth is possible:
 - 2.3.6.1 Quality of Service – The provider shall not rewrite customer markings (802.1p/CoS/EXP/DSCP).
 - 2.3.6.2 The provider shall support QoS through either DSCP or 802.1p bit marking.
 - 2.3.6.3 Traffic classification and marking will be performed by networkMaryland™ equipment on each end of the service.
 - The carrier shall support a minimum of 3 queues for traffic for any contention based service delivery network:
 - Voice/NC
 - Expedited forwarding
 - Video/Interactive Applications
 - Assured Forwarding
 - Two drop profiles
 - Bulk Data
 - Best Effort
 - Two drop profiles
 - 2.3.6.4 The “exceed action” for non-conforming data shall be to service after all other conforming data.

2.4 FUNCTIONAL AREA I - WIDE BAND DDS REQUIREMENTS

The State is seeking Wide Band services to provide data transport to the State in formats including but not limited to: DS-1, DS-3, OC-3, and OC-12. These services do not require Ethernet Delivery to the State.

- 2.4.1 Master Contractors submitting a proposal for Wide Band DDS shall include all services and all data transmission rates offered throughout the State of Maryland, in current service areas outside the State (see Attachment 15), and maximum pricing for all service areas.
- 2.4.2 Services provided in response to a PO by DoIT shall include the necessary interfaces to existing circuits in the State’s embedded base unless otherwise specified in the PORFP.

- 2.4.3 For circuit installation and maintenance, the selected PO Contractor shall coordinate with the LEC, OCC or IXC, if needed, to provide local access to the desired locations for all services.
- 2.4.4 The Master Contractor shall notify the State's Network Operations Center within 15 minutes of a service outage that impacts one or more circuits/services.
- 2.4.5 Upon request, the Master Contractor shall provide performance statistics and perform testing, monitoring and reporting on:
- Number of EVC/VLAN IDs defined per access line/port
 - CIR configured per EVC/VLAN ID
 - Port Speed
 - EVC/VLAN ID Peak Utilization
 - EVC/VLAN ID average busy hour utilization
 - EVC/VLAN ID average busy day utilization
 - Port peak utilization
 - Port average busy hour utilization
 - Port average busy day utilization
 - End-to-End traffic patterns per UNI including:
 - Total packets (ingress and egress)
 - Total discarded packets per hours
 - Excess burst packets per hour (ingress and egress)
 - Port status
 - EVC/VLAN ID assignment tables
- 2.4.6 All wide band DDS shall utilize the North American Standard for the appropriate wide band DDS service.
- 2.4.6.1 Minimum specifications for these services shall include, but not be limited to, a bit error rate (BER) performance equal to or better than 1×10^{-6} over any twenty-four (24) hour period.
- 2.4.6.2 Circuit availability shall equal or exceed 99.7% monthly.
- 2.4.7 The DS-1, DS-3, OC-3, OC-12 clock source shall be equivalent to a stratum three clock, compatible with the DDS offering of any other facility provider.
- 2.4.8 Central Office based DS3/DS1 multiplexing within all LATAs in Maryland shall meet the following specifications:
- Multiplexing provides the capability of converting capacity or bandwidth from a higher level to a lower level or a lower (DS1) level to a higher level (DS3).
 - DS3/DS1 multiplexing is an arrangement which converts a DS3 channel to twenty-eight DS1 channels utilizing time division multiplexing.
 - A typical arrangement will consist of a lower capacity or bite rate (DS1) at an end user location and a higher capacity termination (DS3) at a State of Maryland hub.

2.5 FUNCTIONAL AREA II - WIRELESS ACCESS DATA SERVICE REQUIREMENTS

The State is seeking Wireless Data service to diversify options for Last Mile Connectivity, as well as to provide wireless access to State data devices such that they can remain "on network" for the State.

- 2.5.1 The Master Contractor shall provide a solution that supports multiple APNs that can be multiplexed over a common UNI connection.
 - 2.5.1.1 The Master Contractor shall provide details as to how additional APNs are provisioned.
 - 2.5.1.2 The Master Contractor shall provide details as to how subscribers are provisioned to APNs.
 - 2.5.1.3 The Master Contractor shall describe the process that DoIT could use to add end devices to the APN solution.
 - 2.5.1.4 The Master Contractor shall provide details for separation of provisioning capabilities between the UNI and the APN.
- 2.5.2 The Master Contractor shall provide a connection to the physical network that provides redundant handoffs at diverse locations.
 - UNI speeds of up to maximum speed of current ratified Ethernet Standard (IEEE 802.3)
- 2.5.3 APN Services shall be logically separated at the handoff to networkMaryland™ in one of the following ways:
 - A discrete VLAN per APN
 - An Inter-provider VPN where networkMaryland™ will provide the VRF Target for each APN
 - Any other method which provides logical separation of services (IPSEC tunnels are a less desirable method of integration between APN and customer network and shall only be provided when no other alternatives exist)
- 2.5.4 The Master Contractor shall describe the methods available for dynamic routing between the State network and the cellular APN to achieve redundancy, including whether this can be adjusted on a per APN basis.
 - The State prefers APN-A over UNI-A and APN-B over UNI-B.
- 2.5.5 The Master Contractor shall provide the following details regarding IP Addressing:
 - What IP addressing is used inside of the APN?
 - Details regarding how DHCP Relay or internal DHCP is configured
 - Does the solution permit IP overlap between discrete APNs?

- 2.5.6 The Master Contractor shall describe options available for authentication of end users.
- 2.5.7 The Master Contractor shall describe whether the services offered provide Internet, Private transport, or a combination of both, and the manner in which this is achieved.
- 2.5.8 The Master Contractor shall describe the implementation of Quality of Service across the Master Contractor's networks.
- 2.5.9 The Master Contractor shall describe the capacity and manner its network supports prioritizing data as follows:
 - Both internal to an APN as well as between an APN user and general public cellular customer
 - Is there preferred or reserved capacity on the "system" to ensure surges in public demand do not affect APN resources?
- 2.5.10 Wireless Interface – The Master Contractor shall provide details as to the method of accessing the APN:
 - Wireless hot spots
 - USB Modems
 - Devices on which a SIM is inserted into the device:
 - For SIM based devices, describe the cost associated with SIM acquisition.
 - On devices which are SIM based, are voice services available?
 - Is there a requirement for devices to be purchased by the provider or can "approved" devices bought on the open market be used?
- 2.5.11 The Master Contractor shall indicate the Maximum IP MTU that is supported for transmission across the IP infrastructure (cellular device to APN termination UNI).

2.6 FUNCTIONAL AREA III - LAST MILE ACCESS DATA SERVICE REQUIREMENTS FOR ETHERNET DELIVERY

The State is seeking Last Mile Access service to provide the State with access to local carriers that can provide an Ethernet delivery to the subscribers. This includes, but is not limited to, DSL, Fiber Optic Services, and DOCSIS. This may also include IP Services such as MPLS.

- 2.6.1 The Master Contractor shall adhere to the following Ethernet service specifications:
 - 2.6.1.1 Ethernet Frame Size - The service shall support the delivery of CPE imposed Ethernet frames greater than or equal to 1642 Bytes. For the purposes of this document, the definition of an Ethernet frame includes the following:
 - Preamble - 8 Bytes
 - DA (Destination Address) – 6 Bytes
 - SA (Source Address) – 6 Bytes

- 3x802.1q Tags – 12 Bytes
 - EtherType – 2 Bytes
 - Payload – 1604 Bytes – 1522+24+58 =1604
 - CRC/FCS (Cyclical Redundancy Check) – 4 Bytes
 - Support for an MTU of 2000 Bytes (or preferably larger)
- 2.6.1.2 The service shall be Ethertype agnostic, forwarding any frames with an Ethertype not otherwise indicated in the MEF specification if a MEF based service is offered.
- 2.6.1.3 Trouble/Service verification – The service shall support MEF based OAM:
- Shall support subscriber Maintenance Domain (MD) continuity check
 - Shall support OAM/CFM at MD level 4 or lower (less)
 - Shall support Y.1731 OAM to measure Latency/Jitter
 - Provider is required to monitor its NID for 802.3AH Dying Gasp or equivalent
- 2.6.1.4 If the service does not support MEF based OAM, the service shall not interfere with the transmission of MEF OAM PDUs.
- 2.6.1.5 Bandwidth increment policy – Resolution of service speeds
- Service shall support in-service upgrade of service speeds when UNI speed does not change.
 - Resolution of service speed shall be in increment no smaller than 20% of the UNI speed greater than the service speed. This means that the service should be orderable at a minimum resolution of 2, 4, 6, 8, 10, 20, 40, 60, 80, 100, 200, 400, 600, 800, 1000, 2000, 4000, 6000, 80000, and 10000Mbps. More fine resolution of orderable speeds is acceptable.

2.7 PORFP PROCEDURES

2.7.1 PORFP Issuance Process

- 2.7.1.1 DoIT will release a PORFP to all Master Contractors authorized to provide the services requested in the relevant LATA and functional area.
- 2.7.1.2 The Master Contractors shall respond to the PORFP with a proposal including a price quote as defined in the PORFP for the requested services within the time specified within the PORFP (Section 2.7.3).
- 2.7.1.3 The response shall confirm the elements in the PORFP and additionally quote prices for installation and the recurring monthly fee plus the mileage used for the quote and the date the Master Contractor shall install the requested service.
- 2.7.1.4 In responding to a PORFP, the amounts stated in the Volume II – Financial Proposal submitted by the Master Contractor are the maximum prices that the State will pay.

2.7.1.5 DoIT will determine the most advantageous proposal and notify the Awardee to proceed.

2.7.1.6 Upon a decision to proceed with the order, DoIT will begin the ordering process by submitting a requisition to the Contract Manager for the purchase of the services.

2.7.2 PORFP Content

As an example, each PORFP may contain the following information:

- (a) Agency receiving services;
- (b) Description of required services: type of DS service, circuit originating and terminating addresses, originating and terminating NNXs, and the date service is required;
- (c) Invoicing instructions;
- (d) Required date for submission of proposal;
- (e) Installation requirements, if applicable;
- (f) Type of PORFP
- (g) Performance period;
- (h) Security requirements, if applicable;
- (i) Conflict of Interest Affidavit.

2.7.3 PORFP Proposal Submission Requirements

Upon receipt of a PORFP, each Master Contractor shall, no later than the PORFP due date and time, either prepare and submit a detailed proposal, or provide a PORFP Feedback Form explaining why it does not intend to submit a Proposal. As an example, the Proposal may provide the following:

- (a) Explanation of how the Master Contractor intends to meet the requirements of the PORFP;
- (b) On-Net List of building locations and services provided to those locations;
- (c) Description of the proposed service;
- (d) Installation services provided and schedule, if applicable;
- (e) Subcontractors, if any, including required letters of authorization;
- (f) Proposed prices.

2.7.4 Procedure for Awarding a PORFP

Evaluation criteria for award will be established at the PORFP level. The PO will be awarded to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the PORFP. The State POC will initiate and deliver a PO to the selected Master Contractor.

2.8 SERVICE ORDER FULFILLMENT

2.8.1 The Master Contractor shall furnish services required in accordance with this RFP, individual PORFPs and the resulting contract(s).

- 2.8.1.1 All contracted services shall be provided as needed by the State and for the duration determined by the State.
- 2.8.2 Any service not designated on the Price Proposal Form shall not be provided without a modification to the Contract. See also Section 2.9 Procedure for Adding a Service Offering.
- 2.8.3 Within 15 calendar days after contract award, the Master Contractor shall identify any business office from which installation, billing and maintenance will be performed for each service offered in its proposal in a list to the Master Contract Manager. Updates to the business office list shall be submitted as needed within 20 days of a change to keep it current.
- 2.8.4 The Master Contractor shall receive purchase orders (POs) after notification of PORFP award.
- 2.8.5 Master Contractors shall only process purchase orders demonstrating DoIT approval and which fall under the scope of this Master Contract. DoIT approval is determined by the Master Contractor verifying a PO has been issued with the following information visible on the PO:
- PO number
 - Contract number, and
 - Electronic signature of the Contract Manager.
- 2.8.6 By 5:00 P.M. no later than ten (10) calendar days after the receipt of a PO the Master Contractor shall respond by e-mail with installation/termination due dates, locations, service types, circuit IDs, associated UNIs, and Agency account number for the requested services.
- 2.8.6.1 The Master Contractor shall complete installation/termination by the due date stated in the Master Contractor's e-mail.
- 2.8.7 Should the Master Contractor not provide the services within the due date stated in the PO, the State reserves the right to cancel the PO without further obligation or procure like services through alternative methods or invoke the liquidated damages provision of the contract.
- 2.8.8 The Master Contractor's installation due date stated shall take under consideration that access to some government facilities may be limited to normal State of Maryland Business Hours.
- 2.8.9 Each selected Master Contractor shall use Secure Socket Layer (SSL) to create a password-protected database of circuit service records for billing purposes.
- 2.8.9.1 The circuit service records database shall be accessible via the Internet within thirty (30) calendar days of PORFP award.

- 2.8.9.2 The database shall permit up to fifty (50) simultaneous DoIT-designated users to search and perform sorts by any field and be in a format acceptable to the State.
- 2.8.9.3 No record in the circuit service records database shall be deleted before three (3) years after final payment by the State under Master Contract or any applicable statutory limitations.
- 2.8.9.4 An electronic file record in an electronic format acceptable to the State shall be provided to the State upon request of the Contract Manager.
- 2.8.9.5 Failure to maintain the circuit service records database shall be grounds for non-payment of invoices.
- 2.8.9.6 The fields in the circuit service records database shall be columns and the column headings and types of data to be entered are as follows:
- Agency receiving service
 - Service Type: (e.g. Cable, DSL, Ethernet)
 - Circuit ID: (e.g. 38ASST123456CM)
 - Bandwidth: (e.g. DS-3)
 - Committed Information Rate: (e.g. 768, 10MBP/S, etc.)
 - Circuit Location A: (Number, Street, City State, Zip, Room)
 - Circuit Location Z: (Number, Street, City State, Zip, Room)
 - Destination Circuit ID (e.g. 38ASST987654CM)
 - Service Due Date: (e.g. 08/28/03)
 - Termination Date (the date the State selects for termination of service): (e.g. 05/01/02)
 - Actual Install Date: (e.g. 08/26/03)
 - Service Install Price: (e.g. \$459.34)
 - Monthly Charges: (e.g. \$300.00)
 - Purchase Order Number: (e.g. 050P380141)
 - Billing/Account Number: (e.g. 000060939093 02Y)
- 2.8.9.7 The circuit service records database shall be able to provide an alphabetical “by-Agency” listing.
- 2.8.9.8 The circuit service records database shall be updated no later than the end of the next business day following a service addition/deletion/change. Initial data shall be available and correct following the transition activity described in 2.13.
- 2.8.10 Service Order Submission - the Master Contractor shall have a submission procedure consisting of at least one email address to place a service order, cancel a service order, and request service order status.
- 2.8.10.1 Every email address provided shall be dedicated to State of Maryland accounts, and shall only be answered by departments that service State of Maryland accounts.

2.8.10.2 The procedure shall provide for web-enabled capability to place a service order, cancel a service order, and request service order status.

2.8.10.3 A service order number shall be provided at the time of service request.

2.8.11 Service Order Tracking - the Master Contractor shall provide a web-enabled service order tracking system with the capability to obtain service order status.

2.8.11.1 The tracking system shall provide a detailed record of changes identifying:

- date the order is scheduled to be completed
- steps of the order that have been completed
- date each step was completed
- Master Contractor employee that completed each step
- date the order was completed

2.8.11.2 The original requestor shall be provided email status updates and an emailed order completion notification.

2.8.12 The State makes no commitment to guarantee a minimum amount or duration of the service nor does it accept any termination liability.

2.8.13 To terminate circuit services, DoIT will submit a requisition to include the circuit ID. The Contract Manager will then create and fax a PO to the Master Contractor which shall constitute the circuit termination order.

2.8.14 The Master Contractor shall not charge a fee for service termination and will cease charging the associated monthly fee for the termination month on a pro-rata basis no later than five (5) calendar days after notification to terminate a circuit or service.

2.9 PROCEDURE FOR ADDING A SERVICE OFFERING, TAX OR SURCHARGE

2.9.1 Should new service offerings become available during the life of the Master Contract for an already-approved Functional Area and LATA, the Master Contractor may propose new service offerings.

2.9.2 New service offerings throughout the life of this Master Contract can be effected only by contract modification approved by DoIT.

2.9.3 A contract modification shall be required prior to the Master Contractor billing new surcharges that are instituted beyond Master Contractor control.

2.10 GENERAL OPERATIONS AND MAINTENANCE REQUIREMENTS

2.10.1 The Master Contractor(s) shall provide network availability, maintenance (equipment and personnel) and management on a 24 X 7 X 365 basis.

- 2.10.1.1 During State of Maryland Business Hours, staff and equipment shall accommodate installations and/or maintenance at up to ten (10) sites simultaneously.
- 2.10.1.2 During non-business hours, the Master Contractor shall have sufficient qualified staff to meet circuit outage, provisioning, troubleshooting, and maintenance requirements.
- 2.10.2 The Master Contractor shall be responsible for maintaining, on an ongoing basis, all necessary traffic and routing information to keep its monthly end-to-end network availability at a 99.7% uptime for each installed circuit.
 - 2.10.2.1 The Master Contractor providing services for Functional Area II (Wireless) shall provide a monthly report that lists all inactive devices (devices not attached to the network for a minimum of 30 consecutive days).
 - The report shall be delivered in .csv format
 - The report shall contain the following information:
 - Agency Name
 - Device or Circuit ID
 - Last known Date of Activity
 - 2.10.2.2 DoIT will make the decision of whether an inactive device will be permanently deactivated.
- 2.10.3 The Master Contractor shall schedule on-site work through State designated site contacts.
- 2.10.4 The Master Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the agency or cause any unauthorized disruptions to existing data telecommunications services.
- 2.10.5 The Master Contractor shall notify the Contract Manager fifteen (15) calendar days in advance by email of any planned service outages that may affect the State's services provided by the Master Contractor. This notice shall include at a minimum:
 - reasons for the planned service outages;
 - scope of the planned services outages; and
 - expected duration of the planned service outage.
- 2.10.6 The Master Contractor shall make available to the Contract Manager, any and all logs, records, maintenance reports, and other similar documentation which the Contract Manager requests in order to investigate/validate outages.
 - 2.10.6.1 The requested information shall be submitted to the Contract Manager by the end of the next business day following the request.
- 2.10.7 The Master Contractor shall utilize a structured, formalized system for network problem determination, notification, and resolution.

- 2.10.7.1 Within fifteen (15) calendar days after award, the Master Contractor shall provide documentation relating to the Master Contractor's Standard Operating Procedures for network monitoring and management to the Contract Manager.
- 2.10.8 The Master Contractor shall provide a procedure to perform an audit of services that appear on an invoice.
- 2.10.8.1 When requested, this audit of services:
- shall be performed at no additional charge;
 - shall be completed within 30 days of request; and
 - shall indicate any services billed on the invoice that have not been used within the last 90 days.
- 2.10.9 The Master Contractor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise.
- 2.10.10 At all times, the Master Contractor shall retain responsibility that includes any subcontracted service where applicable, including but not limited to local loops.

2.11 SERVICE CENTER AND TROUBLE REPORTING

- 2.11.1 The Master Contractor shall have service centers with remote maintenance capability, 24 hour staffing, and security. The State reserves the right to inspect any proposed Master Contractor's Service Centers prior to award.
- 2.11.2 The Master Contractor shall provide 24 X 7 X 365 service center support via a toll free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation, problem determination and resolution of problems.
- 2.11.2.1 The Master Contractor shall provide service telephone numbers to the State that are answered by departments servicing State of Maryland accounts.
- 2.11.2.2 At least one telephone number shall be provided to allow the State to cancel a service order and request service order status.
- 2.11.3 The Master Contractor shall provide dedicated Service Managers once a PORFP has been awarded (2.16.1.4).
- 2.11.4 The Master Contractor shall provide a documented procedure for standard trouble reporting and escalation of all trouble tickets to the Service Manager.
- 2.11.4.1 The trouble reporting procedures shall include:
- description of the process and information needed to complete a trouble ticket
 - repair telephone number(s), web addresses, and/or email accounts to be used for each type of service

- procedures for how to escalate an outage for an immediate response (i.e., emergency call)
- 2.11.4.2 The Master Contractor shall detail the specific testing procedures and test equipment used when a trouble report has been received.
- 2.11.4.3 The trouble reporting procedures shall be made available online to designated DoIT personnel.
- 2.11.4.4 A detailed record of changes shall be provided for each trouble ticket starting from the original trouble ticket request to final resolution.
- 2.11.4.5 Designated DoIT personnel shall be notified of updates to trouble reporting and trouble ticket escalation procedures.
- 2.11.4.6 The original requestor shall be provided email status updates and an emailed resolution notification.
- 2.11.4.7 The Master Contractor procedures shall keep the original ticket open until the State validates that the issue has been resolved.
- 2.11.5 The Master Contractor shall provide password protected problem-reporting systems accessible via the Internet that authorized State personnel may access via Secure Socket Layer (SSL) to open trouble tickets 24 X 7 X 365 and use that system to track the ticket status and escalations.
- 2.11.5.1 The system shall be in a format acceptable to the State and contain the following information:
- Contact Name
 - Ticket Number
 - Circuit ID
 - Location
 - Date Opened
 - Time Opened
 - Date Closed
 - Time Closed
 - Duration
 - Trouble Type
 - Trouble Summary
- 2.11.6 A service restoration period shall be based on:
- “start time” defined as when designated DoIT personnel inform a Master Contractor of service non-availability and a trouble ticket is opened, and
 - “end time” defined as when the trouble ticket is closed with the designated DoIT personnel at the time of service restoration.

- 2.11.6.1 The service restoration performance requirement applies to all services.
- 2.11.6.2 If requested, a two (2) hour on-site maintenance and repair service shall be provided in cases where remote support cannot solve the problem.
- 2.11.6.3 The Master Contractor shall, at minimum, provide a four (4) hour service restoration for outages during State of Maryland Business Hours.
- 2.11.6.4 The Master Contractor shall provide service restoration within twelve (12) hours or by 12:00 P.M., the next business day, whichever is sooner for outages occurring before or after State of Maryland Business Hours.
- 2.11.6.5 If a problem cannot be resolved within the first hour of the technician arriving on-site, an hourly status report shall be given to the designated DoIT personnel by telephone.
- 2.11.6.6 If an outage cannot be resolved within two (2) hours, the Master Contractor shall escalate the problem and notify the designated DoIT personnel via e-mail as to the expected time for service restoration.
- 2.11.6.7 If an outage cannot be resolved within eight (8) hours, the Master Contractor shall provide a senior management representative to address the problem and if requested by the State, meet with representatives from the State at a date, time and location of the State's choosing to provide an explanation of the problem and an estimated time for service restoration.
- 2.11.7 Any outage caused by State/Agency CPE or software shall be exempt from the service restoration performance requirement.
 - 2.11.7.1 The Master Contractor, when notifying the designated DoIT personnel that it is State equipment that is associated with a service outage, shall provide evidence that the loss of service is related to State owned equipment.
- 2.11.8 Liquidated Damages will apply for failure on the part of a Master Contractor to meet these service restoration requirements (See Section 2.22).
- 2.11.9 The Master Contractor shall have a written procedure for reporting problems or suspected problems for the installed services and submit those procedures to the Contract Manager within fifteen (15) days after contract award for review and approval.
 - 2.11.9.1 The Master Contractor shall submit written procedure updates to the Contract Manager for review and approval when procedures change.
- 2.11.10 The Master Contractor shall provide to the Contract Manager, within seven (7) days of Contract Award, a timetable for escalation of problems with names and phone numbers to expedite restoration of installed services and shall provide updates to the Contract Manager as changes occur.

- 2.11.11 The Master Contractor shall be responsible for the coordination of all repair activities with other service providers such as the LEC, OCC and IXC, State agencies and other Contractors.

2.12 INSURANCE

- 2.12.1 The Master Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Master Contractor action or inaction in the performance of the Contract by the Master Contractor, its agents, servants, employees or subcontractors.
- 2.12.2 The Master Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, its officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.
- 2.12.3 The Master Contractor shall require that any subcontractors that are utilized to fulfill the obligations of the Contract obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor.
- 2.12.4 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.
- 2.12.5 General Liability - The Master Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Master 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
- 2.12.6 The State shall be named as an Additional Insured on all General Liability policies (except Workman's Compensation) and Certificates of Insurance evidencing this coverage shall be provided prior to the commencement of any activities.
- 2.12.6.1 Such certificate(s) shall contain a thirty (30) day prior notice of cancellation.
- 2.12.7 Upon execution of a contract with the State, then current certificates of insurance will be provided to the State from time to time, as directed by the State.

- 2.12.8 Failure to maintain insurance coverage of the specified types and levels will be a breach of contract.
- 2.12.9 In the event the State receives a notice of cancellation, the Master Contractor shall provide the State with an alternate comparable insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect if the cancellation was due to the end of the policy term, and within thirty (30) days of notice of cancellation with coverage starting on or before the date of cancellation, if the cancelation was due to any other reason.
- 2.12.10 All insurance policies shall be with companies licensed to do business in Maryland.

2.13 TRANSITION-IN AND TRANSITION-OUT

When a PORFP is issued and unless specified otherwise in the PORFP the following requirements apply:

- 2.13.1 The Master Contractor shall provide a project manager who shall create a transition-in and transition-out plan with schedules for each LATA.
- 2.13.1.1 The project manager shall be assigned to the project until the transition-in has been completed.
- 2.13.1.2 The transition-in shall take no longer than 90 days after notice to proceed (NTP).
- 2.13.1.3 The transition-in shall be complete when all items identified in Section 2.13.2 have been accepted by the Contract Manager as being successfully completed.
- 2.13.2 It is the Master Contractor's responsibility to ensure that at the end of the transition period, all accounts transitioned or active under the resulting Contract shall:
- 2.13.2.1 Have an account name in the format of MDATA XXX "Identifier" where:
- MDATA is the first word of the name
 - XXX is an agency acronym that is approved by the Contract Manager
 - The "Identifier" is defined by the DoIT, with a minimum of 25 characters
 - The acronym MDATA may only be used for the accounts under this resulting contract.
- 2.13.2.2 Display a corrected mailing address as submitted by the State,
- 2.13.2.3 Consolidate any accounts as requested by the State at no additional charge to the State,
- 2.13.2.4 Ensure that all web portal logins have the appropriate access permissions assigned to the web logins for all DoIT data telecommunications services personnel.

- 2.13.2.5 Ensure that all State accounts are included in the inventory report (See Section 2.18.4).
- 2.13.3 Each Master Contractor shall provide a project manager to support a smooth transition-out period at the end of the Contract. The services to be provided are:
 - 2.13.3.1 Providing inventory reports on demand during the transition period (Section 2.18.4)
 - 2.13.3.2 Attend transition meetings as requested and act as the Master Contractor's liaison to the transition project.
 - 2.13.3.3 Prepare and submit to the Contract Manager a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing circuit/services and a listing of all terminated circuits in the same electronic format as the circuit database specified in Section 2.8.9.
 - 2.13.3.4 Cooperate with any successor to the contract with information and records a successor would require continuing the same or similar services.

2.14 SECURITY REQUIREMENTS

- 2.14.1 The Master Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available online at www.DoIT.maryland.gov - keyword: Security Policy.
- 2.14.2 Security of Master Contractor's Infrastructure
 - 2.14.2.1 Master Contractor-owned Computer Equipment: The Master Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State.
 - 2.14.2.2 The Master Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Contract Manager.
- 2.14.3 Physical Security for designated high security facilities
 - 2.14.3.1 Designated high security facilities include the following locations, facilities, or sites:
 - Statehouse, Senate, House of Delegates
 - Any State correctional facility
 - Any Maryland State Police (MSP) facility
 - 2.14.3.2 Security Clearance:

- A) The Master Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract on a high security State facility premises. This check may be performed by a public or private entity. A CJIS Federal background check is necessary for each individual assigned to work on premises of a State high security facility and shall be completed within three (3) months of Contract award.
- B) The Master Contractor shall provide certification to the high-security facility's managing entity that the Master Contractor have completed the required CJIS criminal background checks and that the Master Contractor's employee assigned to this Contract has successfully passed this check (see Attachment 14). Each agency reserves the right to refuse any individual employee to work on premises of a high security facility, based upon certain specified criminal convictions, as specified by the agency.
- C) The Master Contractor shall annually renew the CJIS check for each individual assigned to work on premises of a State high security facility. The renewal shall be completed within one year from the date of the last issuance.
- D) The Master Contractor shall keep an up-to-date list of individuals with a completed CJIS background check that meet the requirements below. The Master Contractor shall make this list available to the high security facility's managing entity on request. The list shall include the employee name, date of background check and the general service area the employee covers (Excel format preferred). The Master Contractor will provide an updated copy of the list to the Contract Manager:
 - (a) Every contract anniversary date,
 - (b) When an employee is added or removed from the list,
 - (c) On demand.
- E) The CJIS criminal record check of each individual who will work on premises of a State high security facility shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

(e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1
(various crimes against public administration); or

(f) a crime of violence as defined in CL § 14-101(a).

- F) An individual who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on premises of State high security facilities pursuant to this Contract; an individual who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on premises of State high security facilities.
- G) Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in a Master Contractor employee or subcontractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Master Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

2.14.4 On-site Security requirement(s):

For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

2.14.4.1 Each person who is an employee or agent of a Master Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide photo identification for access to a site.

- A) Any person who is an employee or agent of a Master Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of an Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- B) Each Agency may impose more restrictive conditions regarding the requirements for entering the premises of a high security facility. This may include surrendering a driver's license or other identification document at time of entry to the premises, to be retrieved upon departure from the premises.
- C) Further, each Master Contractor, employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Master Contractor will be necessary. The failure of any of the Master Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

- D) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment and other materials brought on site, and to submit to a physical search of his or her person. Therefore, the Master Contractor's personnel shall always have available an inventory list of tools, equipment and other materials being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival, as well as present the tools or equipment for inspection. Before leaving the site, the Master Contractor's personnel will again present the inventory list and the tools, equipment, or materials for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Master Contractor personnel.
- E) At all times at any facility, the Master Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.15 DISASTER RECOVERY

- 2.15.1 The Master Contractor shall have a disaster recovery plan, subject to approval by the State, for restoring network outages.

2.16 STAFFING REQUIREMENTS

- 2.16.1 The Master Contractor shall assign individual staff to perform the following functions. This staff is considered key personnel. Key personnel staffing shall be considered part of the Offeror's price for the services provided under this RFP.
- 2.16.1.1 Contract Administrator - Serves as the central point of contact on behalf of the Master Contractor. Responsibilities of this function include, but are not limited to:
- Acts as liaison between the Master Contractor staff and the State on all contract, service order and repair related matters
 - Oversees orders received from the State ensuring that the requirements of the service order fulfillment process in Section 2.8 are met
 - Has the authority to commit the Master Contractor staff and provide any necessary remediation plans
 - Chairs the periodic service meetings between the Master Contractors and the State's Contract Manager if requested by the State
- 2.16.1.2 Transition Project Manager – shall be identified in the Master Contractor's response to a PORFP. Serves as the single point of contact for the transition-in process, answering questions and resolving issues during the transition period (See section 2.13). Responsibilities of this function include, but are not limited to:
- Ensures only valid accounts are assigned to the resulting Contract

- Creates procedures to transfer valid accounts to the resulting Contract
- Renames all new and transitioned accounts to follow the naming convention defined in Section 2.13.2.1

2.16.1.3 Billing Administrator – Serves as the single point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to:

- Promptly answers billing questions, researching and correcting billing issues and problems
- Ensures all valid accounts are associated with the Contract, and that all accounts associated with the Contract are valid State accounts,
- Maintains the naming convention for all State of Maryland accounts
- Provides knowledge and expertise regarding any billing question
- Provides circuit inventory report after transition period complete
- Provides capability to perform service audit (see section 2.10.8)

2.16.1.4 Service Manager – shall be identified in the Master Contractor’s response to a PORFP. Serves as the single point of contact and first point of escalation for the State during major, chronic and critical outages. Service Manager also serves as a technical resource to the State.

2.16.2 Availability of Key Personnel after PORFP Award

2.16.2.1 The Master Contractor shall ensure the identified key personnel will be available to perform Contract requirements 30 days from NTP for the PORFP. Key personnel shall be assigned to the State of Maryland as a dedicated resource.

2.16.3 Substitution of Key Personnel after PORFP Award

2.16.3.1 The Master Contractor shall not substitute key personnel, other than by reason of transfers, promotions, an individual’s death, termination of employment, or for a sudden incapacitating illness that is projected to last more than five (5) days without prior written notice to the State.

2.16.3.2 The Master Contractor shall replace key personnel within 15 business days of departure of the then current key personnel. If the then current key personnel are assigned different tasks within the Master Contractor company, the Master Contractor shall replace key personnel within 5 business days of departure.

2.16.3.3 To replace any key personnel specified in the Contract, the Master Contractor shall submit resumes of the proposed substituted personnel, specifying the intended job function, to the Contract Manager.

- 2.16.3.4 All proposed substitute personnel shall have qualifications equal or better than those of the replaced personnel, and shall be approved by the Contract Manager.
- 2.16.3.5 The Contract Manager will arrange for the interview of the proposed substitution personnel. After interviewing, the Contract Manager will notify the Master Contractor in writing of the acceptance or denial of the proposed substitution.
- 2.16.4 Subcontractors
 - 2.16.4.1 The Master Contractor shall identify all subcontractors in its response to a PORFP and shall include a complete description of their role.
 - 2.16.4.2 The Master Contractor shall be responsible for all work performed by its subcontractor(s).
 - 2.16.4.3 The Master Contractor shall strive to maintain the subcontractors as originally proposed to the State.
 - 2.16.4.4 Any changes or additions by the Master Contractor of their subcontractors shall be pre-approved by the Contract Manager.
- 2.16.5 Resolution of Performance Issues
 - 2.16.5.1 At any time during the purchase order period of performance, should the performance of a Master Contractor resource be unsatisfactory, the State will give written notice to the Master Contractor, describing problems and delineating remediation requirement(s).
 - 2.16.5.2 The Master Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the Contract Manager.
 - 2.16.5.3 Should performance issues persist, the Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue.

2.17 DOCUMENTATION

- 2.17.1 The Master Contractor shall provide documentation to State employees as needed and requested by the State for any web system that supports the State accounts.
- 2.17.2 The Master Contractor shall provide documentation in compliance with applicable laws and requirements for visual and non-visual access.

2.18 REPORTS AND MEETINGS

- 2.18.1 Status/Service Meetings
 - 2.18.1.1 The Master Contractor shall hold periodic meetings with the State as scheduled by the Contract Manager.

2.18.2 Invoicing Reports

2.18.2.1 At a minimum of every month, the Master Contractor shall generate and provide to the Contract Manager a report that includes the following information for each active account invoiced under the resulting Contract:

- The account name (corresponding to naming convention in section 2.13.2.1)
- The account number
- The total quantity and cost for each service type
- The total installation cost per account

2.18.2.2 The report shall be available in Excel format (Excel 2007 or later). The Contract Manager shall be notified when a new invoicing report is available.

2.18.3 Trouble Ticket Metrics

2.18.3.1 The Master Contractor shall make available a report on trouble ticket metrics that provides the following information:

- Number of tickets opened per period (e.g., month)
- Average time between problem reported and commencement of resolution actions
- Average Time between problem reported and service restoration
- Average time between escalation and commencement of resolution actions
- Average time between escalation and service restoration

2.18.4 Inventory Reports

2.18.4.1 The Master Contractor shall provide inventory reports on demand that provide the following information:

- Circuit ID
- Installation date
- Acceptance date
- Termination date if applicable
- Monthly cost of circuit

2.18.5 Additional Reports

2.18.5.1 The Master Contractor shall provide additional reports for managing State accounts as requested by the Contract Manager.

2.18.5.2 Additional reports shall be available via the web portal.

2.19 MBE PARTICIPATION REPORTS

No MBE Participation Reports are required for this RFP.

2.20 INVOICING

- 2.20.1 The Master Contractor shall submit invoicing procedure and samples with its proposal (See Section 3 Proposal Format and Submission Requirements).
- 2.20.2 Master Contractor invoices for services shall be submitted no later than fifteen (15) calendar days following the month the service was provided.
- 2.20.3 Minimum invoice content:
- Invoice Period
 - Federal ID Number
 - Master Contractor Contact Information
 - Invoice number
 - Amount due
 - Adjustments
 - Surcharges
 - Description of Services
 - Purchase Order Number or Blanket Purchase Order Number
- 2.20.4 The Master Contractor shall clearly label the LATA associated with each service billed on an invoice.
- 2.20.5 An invoice shall meet the account name labeling requirement stated in Section 2.13.2.1.
- 2.20.6 For discontinued services, the invoice shall meet requirements stated in Section 2.8.14.
- 2.20.7 If a billing error is identified that results in an increase to an invoice, the Master Contractor shall retroactively bill for the lesser of either the past due amount from the actual date the billing error started, or three (3) months of the discrepancy amount.
- 2.20.8 If a billing error is identified that results in a decrease to an invoice, the Master Contractor shall credit all overcharges from the original date the billing error was made until the error has been corrected.
- 2.20.9 If a billing error has been identified, the Master Contractor shall, at the Contract Manager's Request, check all State accounts from the resulting Contract, to ensure the billing error has not impacted multiple State accounts.
- 2.20.9.1 If the billing error does impact multiple accounts, each account shall have the appropriate credits/debits applied.

2.21 PRECEDENCE OF CONTRACT OVER TARIFF

The Master Contractor agrees to make any necessary filings with the Federal Communications Commission and the State of Maryland Public Service Commission, as required by law, which shall incorporate the rate-affecting terms and conditions contained in the contract documents, and which shall provide that the filings shall be construed in a manner that is consistent with the terms and conditions of this Contract. In all cases, State terms and conditions set forth in this RFP and Attachment 2 (the Contract) take precedence over any tariff terms and conditions. Master Contractor agrees that all pricing is monthly pricing and there are to be no termination liability charges applied to this Contract.

2.22 LIQUIDATED DAMAGES

- 2.22.1 Time is an essential element of the contract and accordingly, it is important that contract work be vigorously pursued until completion. It is also critical to the success of the State's programs that the data communications network operates in an extremely reliable manner, with a minimum of 99.7% availability per circuit per month. Downtime on any part of the contracted service must be minimized by prompt response and corrective action within the timeframes described in Section 2.11.6. Moreover, a delay past the original installation timeframe for a new service must be minimized.
- 2.22.2 In the event action to restore service brings the monthly availability below the standard identified in Section 2.10.2, or installation of new service is delayed by the Master Contractor, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Master Contractor agrees that in the event of any such delay, the Master Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Master Contractor or may bill the Master Contractor as a separate item.
- 2.22.3 If the Master Contractor fails to restore a contracted service within the specified time frame, then the State may assess liquidated damages on the basis of \$50 per hour for the affected circuit per hour of delay past the standard up to a maximum of the monthly circuit fee. The applicable time performance standard and delay of work designation time ("start time" and "end time") shall be in accordance with Section 2.11.6.
- 2.22.4 If the Master Contractor fails to install a circuit within the times defined in Section 2.8.6, then the State may assess liquidated damages on the basis of 1/30th of the monthly circuit fee for each calendar day of delay up to a maximum of the monthly circuit fee.
- 2.22.5 The Master Contractor will not be assessed liquidated damages when the event is the result of a national emergency or natural disaster, fire or other acts of God, provided the Master Contractor notifies the State of such circumstances and the State determines the event was beyond the control and without fault or negligence

of the Master Contractor. This compensation will be for delay related costs only. The Master Contractor will remain liable for other non-delay costs actually incurred by the State such as excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Master Contractor.

2.22.6 Liquidated Damages shall apply immediately upon award of a PORFP.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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, labeled “Volume I – Technical Proposal”
- Volume II - FINANCIAL PROPOSAL, labeled “Volume II – Financial Proposal”

Offerors will only be required to submit one proposal, even if proposing multiple Functional Areas. As described below, the Technical Proposal shall contain a section on Offeror general information and separate sections for each Functional Area proposed. Offerors must follow the instructions within this section.

3.2 Proposals

Volume I - Technical Proposal shall be sealed separately from **Volume II - Financial Proposal**, but submitted simultaneously to the Procurement Officer. One unbound original, so identified, and one bound copy of each volume are to be submitted. An electronic version of Volume I- Technical Proposal in MS Word format and the Volume II - Financial Proposal in MS Excel format, respectively, shall also be submitted on CD or flash drive with the unbound original technical and financial volumes, as appropriate. CDs or flash drives shall be labeled on the outside with the RFP number and name, the name of the Offeror, and the volume number.

3.3 Proposal Submission Requirements

Each Offeror is required to submit a separate sealed package for each Volume, which is 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) and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal and one Financial Proposal, even if proposing multiple Functional Areas.

Offerors shall include a section in the Technical Proposal providing general information about the Offeror. Offerors shall include a separate section for each Functional Area proposed describing what services of that Functional Area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to perform those services.

All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

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. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the

services and requirements as stated in this RFP. The transmittal letter shall list the official name and Federal Employer Identification Number of the entity submitting the proposal. It shall also include the name and contact information of a person authorized to make commitments on behalf of the entity. See Offeror's responsibilities in Section 1.22.

3.4.2 Format of the complete Technical Proposal

Inside a sealed package described in Section 3.3, above, and separate from the Financial Proposal sealed envelope, one unbound original, so labeled, one copy and the electronic version shall be provided. The paragraphs in this RFP are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

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

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 shall follow the title page for the Technical Proposal.

3.4.2.2 Executive Summary

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. The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment 2), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have taken no exceptions to the requirements of this RFP, the Contract (Attachment 2), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. In addition, the Offeror shall clearly identify each Functional Area for which they are proposing services.

3.4.2.3 Offeror General Information

This section shall include the following from the Offeror:

1. Corporation/organization size,
2. Experience,
3. Services provided,
4. Length of time the organization has been providing the services listed in the specific Functional Areas from Section 2,
5. Statement of fiscal integrity for the two most recent full fiscal years preceding the date of this RFP.

Documentation that addresses the Offeror's financial solvency may include, but is limited to, one, some or all of the following:

1. Current balance sheet,
2. Certified financial statement,
3. Dunn and Bradstreet rating,
4. Line of credit,
5. Successful financial track record, and
6. Evidence of adequate working capital.

3.4.2.4 Past Performance - Must be provided for each Functional Area proposed (one example may be used for multiple Functional Areas; however, you must clearly list the Functional Areas that apply to that example).

This section shall include the following:

- A) The Offeror shall provide evidence of its capabilities to provide the equipment and services outlined in Section 2 of this RFP for each Functional Area proposed.
- B) The Offeror shall provide an example of a successful engagement (on time, within budget, within scope) in each proposed Functional Area. The example(s) shall include the engagement name, the equipment and services provided, and the objectives satisfied.
- C) For each example engagement provided, the Offeror shall include a supporting reference with the following information:
 1. Name of client organization
 2. Name, title, email, and telephone number of Point of Contact for client organization (Point of Contact must be accessible and knowledgeable about Offeror's performance for this customer)
 3. Value, type, and duration of contract(s) supporting client organization
 4. The services provided, scope of the Contract, objectives satisfied
- D) State of Maryland Experience: If applicable, the Offeror shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:
 1. The State contracting entity;
 2. A brief description of the services/goods provided;
 3. The dollar value of the contract;
 4. The term of the contract;

5. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why;
6. Whether any available renewal option was not exercised;
7. The State employee contact person (name, title, telephone number and if possible e-mail address).

Please Note: It is critical that the contact information provided for any reference is current and accurate. The reference must be knowledgeable of the project and the Offeror's performance and available to discuss the Offeror's performance.

3.4.3 Offeror Technical Response to RFP Requirements

- A) The Offeror shall address the requirements in the Technical Proposal and describe how its proposed services meet the requirements as described in the RFP (Section 2). The response shall address each requirement in Section 2 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- B) If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall include an explanation of how the work will be performed.
- C) The Offeror shall provide its On-Net List of building locations and services provided to those locations by LATA.
- D) The technical response shall include a description of invoicing procedure and sample invoices in response to requirement 2.20.1.
- E) Offeror shall identify in its Technical Proposal all tariffs, taxes and surcharges from which its discounted rates are derived.

3.4.4 Financial Capability and Statements

The Offeror shall include Financial Statements. Provide copies of the last two (2) year-end financial statements (preferably independently audited).

3.4.5 Insurance Submission

3.4.5.1 Provide proof of insurance described in Section 2.12

3.4.5.2 A copy of the Offeror's current certificate of insurance required by Section 2.12 (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.6 Required Technical Proposal Submissions:

- Attachment 3- Bid/Proposal Affidavit – Completed and Signed
- Attachment 4 – MBE Form D-1A
- Attachment 6 – Conflict of Interest Affidavit and Disclosure – Signed
- Attachment 10 – Living Wage Affidavit of Agreement and Disclosure – Signed
- Attachment 16 – VSBE Form V-1A
- Insurance Certificate
- Financial Statements
- On-Net List(s) per LATA

3.5 Volume II - Financial Proposal

3.5.1 Required Financial Proposal Attachments:

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Master Contractor shall submit one unbound original, one bound copy, and an electronic version on a CD or flash drive in MS Excel of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in Attachment 1 for Functional Areas 1 through 3 for each LATA proposed. Complete the price sheets only as provided in the Price Proposal Instructions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCESS

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

Once the requirements in Section 2 are satisfied, the following criteria will be applied to each Technical Proposal:

- Technical Response to Requirements (Ref. Section 3.4.3),
- Offeror Past Experience (Section 3.4.2.4),
- Offeror Overall Qualification (Section 3.4.2.3)

4.3 Financial Criteria

Financial Proposals will be evaluated separately. Prices set by Master Contracts are the maximum prices the State will pay for any data telecommunications service.

4.4 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 Master 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 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.

4.5 Selection Procedures

4.5.1 General Selection Process

Master Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and potential revision of proposals based on such discussions.

Accordingly, 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.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit to assure Offeror's full understanding of the State's requirements and the Offeror's ability to perform. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 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, best and final offers (BAFOs).

4.5.3 Award Determination

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 5 - LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?* (Submit, Do Not Submit, Not Applicable to this RFP)
Attachment 1	Price Proposal Instructions	Do Not Submit (Submit Price Sheets with Financial Proposal)
Attachment 2	Contract	<i>Do Not Submit with Proposal</i>
Attachment 3	Bid Proposal Affidavit	Submit with Technical Proposal
Attachment 4	Minority Business Enterprise Participation (Attachments D-1A)	Submit with Technical Proposal
Attachment 5	Contract Affidavit	<i>Do Not Submit with Proposal</i>
Attachment 6	Conflict of Interest Affidavit and Disclosure	Submit with Technical Proposal
Attachment 7	Pre-Proposal Response Form	<i>Do Not Submit with Proposal</i>
Attachment 8	Pre-Proposal Conference Directions	<i>Do Not Submit with Proposal</i>
Attachment 9	Living Wage Requirements	<i>Do Not Submit with Proposal</i>
Attachment 10	Living Wage Affidavit of Agreement	Submit with Technical Proposal
Attachment 11	Non-Disclosure Agreement (OFFEROR)	<i>Not applicable to this RFP</i>
Attachment 12	Non-Disclosure Agreement (CONTRACTOR)	<i>Not applicable to this RFP</i>
Attachment 13	Mercury Affidavit	<i>Do Not Submit with Proposal</i>
Attachment 14	Criminal Background Check Affidavit	<i>Do Not Submit with Proposal</i>
Attachment 15	List of Interstate Circuits	<i>Do Not Submit with Proposal</i>
Attachment 16	VSBE Participation (V-1A)	Submit with Technical Proposal

*Unless specified otherwise in the RFP submission instructions, each submitted attachment shall be in PDF format, legibly signed by an individual authorized to bind the Offeror to the statements made in the attachment.

ATTACHMENT 1 PRICE PROPOSAL FORM

INSTRUCTIONS

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Sheets have been prepared.

Offerors shall submit their price proposal in accordance with the instructions on the price sheets and as specified herein. Do not alter the forms or the price proposal may be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03E and 21.05.02.12. First year prices commence upon contract award.

The Offeror shall only bill the State for those services, taxes, tariffs, and other surcharges listed on this pricing sheet. Offerors may not insert or remove lines or columns from the price sheet; follow the question procedure defined in Section 1.11.

THE OFFEROR SHALL DETERMINE WHICH FUNCTIONAL AREA(S) TO PROPOSE.

THE OFFEROR SHALL SUBMIT THE APPROPRIATE PRICE SHEETS FOR **EACH** FUNCTIONAL AREA IT INTENDS TO PROPOSE, FOR **EACH** LATA IT INTENDS TO PROPOSE.

The Offeror shall complete **all entry portions** of the separately-provided Excel price sheets for each Functional Area proposed as instructed below. **Offerors shall only insert data as instructed. Additional changes or insertions to the pricing sheet shall not be allowed.**

I. FUNCTIONAL AREA 1 – Wide Band DDS

A. Complete the following 7 price sheets if proposing Functional Area 1 (FA-1):

1. LATA 236
2. LATA 238
3. LATA 240
4. LATA 242
5. InterState
6. FA 1 Optic Transport
7. FA-1 MUXing

B. Instructions for each of the 7 FA-1 price sheets:

1. Column B (Unit Price) - the price for the item identified in column A. This column is to be used for price per unit charges. The price per unit shall be the monthly price unless otherwise specified.
2. Column C (Quantity) – these quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.
3. Column D (Extended Price) – calculated. Column B x Column C

4. Column E – (NRC) (Non-recurring cost) - the one-time installation charge for the item identified in column A. Do not enter recurring charges in this column.

II. FUNCTIONAL AREA 2 – Wireless Access (1 price sheet)

A. Complete the following worksheet if proposing Functional Area 2 (FA-2):

1. FA-2 Wireless

B. Instructions for the FA-2 price sheet:

1. Column A (Description) – type of service delivery (e.g., LTE, 3G, 4G)
2. Column B (Bandwidth) – committed bandwidth of service.
3. Column C (Cost Per Month) – base monthly charge for the unit if bandwidth, not including any other charges or fees.
4. Column D (Fees and Surcharges) – recurring fees and surcharges associated with the cost of maintaining service and support.
5. Column E (Activation Fee) – one-time charge for service activation. Do not enter recurring charges in this column.
6. Column F (Deactivation Fee) – one-time charge for service deactivation. Do not enter recurring charges in this column.
7. Column G (Total NRC (Non-recurring Cost)) – calculated. Column E + Column F
8. Column H (MRC (Monthly Recurring Cost)) – calculated. Column C + Column D

III. FUNCTIONAL AREA 3 – Last Mile Access

A. Complete the following 2 price sheets if proposing Functional Area 3 (FA-3):

1. FA-3 Ethernet Delivery
2. FA-3 IP Services

B. Instructions for the FA-3 Ethernet Delivery price sheet:

1. Column A (Description) – type of service delivery (e.g., DOCSIS, FiOS, DSL)
2. Column B (Bandwidth) – committed bandwidth of service.
3. Column C (Cost Per Month) – base monthly charge for the unit if bandwidth, not including any other charges or fees.
4. Column D (Fees and Surcharges) – recurring fees and surcharges associated with the cost of maintaining service and support.
5. Column E (NRC (Non-recurring Cost)) - the one-time installation charge for the item identified in column A. Do not enter recurring charges in this column.
6. Column F (Inside Wiring (cost per foot)) - the one-time installation charge to extend the demarcation of the item identified in column A. Do not enter recurring charges in this column.
7. Column G (Total NRC (Non-recurring Cost)) – calculated. Column E + Column F
8. Column H (MRC (Monthly Recurring Cost)) – calculated. Column C + Column D

C. Instructions for the FA-3 IP Services price sheet:

1. Column B (Unit Price) - the price for the item identified in column A. This column is to be used for price per unit charges. The price per unit shall be the monthly price unless otherwise specified.
2. Column C (Quantity) – these quantities are for PROPOSAL purposes. They do not represent the final quantities which may be procured by the State during the contract period.
3. Column D (Extended Price) – calculated. Column B x Column C
4. Column E – (NRC (Non-recurring cost)) - the one-time installation charge for the item identified in column A. Do not enter recurring charges in this column.

ATTACHMENT 2 CONTRACT

THIS CONTRACT (the “Contract”) is made this _____ day of _____, 2014 by and between CONTRACTOR and the customer **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, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: the parties agree as follows:

1. Definitions

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

- 1.1. “Master Contract” means this Contract for Data Telecommunications Services, RFP F50B4400028
- 1.2. “Master Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3. “Contract Manager” means the DoIT representative and first point of contact for contract procedures and any discrepancies. 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. “Financial Proposal” means the Master Contractor’s Financial Proposal dated _____.
- 1.6. “Notice to Proceed (NTP)” means a formal written notification from the Contract Manager that a specific Master Contractor selected to perform a PO should immediately, or as of a date contained in the notice, begin performance of the PO.
- 1.7. “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.
- 1.8. “Purchase “Order (PO)” authorizes Master Contractor to proceed with delivery of products and/or any services requested by a Service Request.
- 1.9. “RFP” means the Request for Proposals for Data Telecommunications Services, Solicitation No. F50B4400028, dated 6/6/2014, and any amendments thereto issued in writing by the State.
- 1.10. “State” means the State of Maryland.

1.11. "Agreement" means a signed contract between DoIT and the Master Contractor selected via a PORFP or to perform a service.

1.12. "Proposal" means the technical and financial response by a Master Contractor to a PORFP.

1.13. "Purchase Order Request for Proposals" (PORFP) means a solicitation document containing a description by the State of the individual project for which proposals will be solicited.

1.14. "Technical Proposal" means the Master Contractor's Technical Proposal, dated _____ and subsequent clarification responses, vendor discussion handouts and vendor discussion responses, etc. submitted in writing by the Master Contractor.

2. Statement of Work

2.1. The Master Contractor shall provide Data Telecommunications Services for the State as described in the RFP, the TO Agreement, and the PORFP, in one or more of the functional area-LATA combinations as follows:

2.2. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through G, 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 – Request For Proposal No. F50B4400028

Exhibit B – Purchase Order (when executed)

Exhibit C – PORFP (when released)

Exhibit D – State Contract Affidavit, executed by the Master Contractor and dated _____

Exhibit E – Master Contractor's response to the PORFP (when submitted)

Exhibit F – Technical Proposal to the RFP

Exhibit G – Financial Proposal to the RFP

2.3. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Master Contract, the PORFP or the PO. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Master Contractor to an equitable adjustment under this section. Except as otherwise provided in this Master Contract, if any change under this section causes an increase or decrease in the Master 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 Master Contract price shall be made and the Master Contract modified in writing accordingly. The Master 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 Master Contractor shall be allowed if asserted after final payment under this Master Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 11, Disputes. Nothing in this section shall excuse the Master Contractor from proceeding with the Master Contract as changed.

3. Time for Performance

The Master Contractor shall provide services, equipment and software in accordance with this Master Contract and any PO issued hereunder. The term of this Master Contract is for a period of about 12 years, beginning on _____, 2014, and ending September 30, 2026, unless terminated earlier as provided in this Master Contract. All prices for rates and terms as offered in Attachment 1 are binding on the Master Contractor for the term of the Master Contract.

4. Consideration and Payment

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

4.2. Invoices must be provided in the format and on the schedule identified in the PORFP. Each invoice must reflect the Master Contractor's federal tax identification number, which is _____. The Master Contractor's eMM identification number is _____. Payments to the Master Contractor pursuant to this Master Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Master 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. A PO Agreement may specify periodic payments based on deliverables or stages of completion. A PO Agreement may specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Master Contractor within thirty (30) days of the State's acceptance of all deliverables required under the PO and receipt from the Master Contractor of a release in a form prescribed by the State for any claims arising out of or related to the PO Agreement. The final payment under this Master 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 Master Contractor fails to perform under this Master Contract 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 Master Contractor to be reduced or withheld until such time as the Master Contractor meets performance standards as established by the Procurement Officer pursuant to this Master Contract.

4.4. The State will use electronic funds transfer to pay the Master Contractor for this Master Contract and any purchase orders issued thereunder and any other State payments due Master Contractor unless the State's Comptroller's Office grants the Master Contractor an exemption.

5. PORFPs

A PORFP may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. A PO may not limit the State's rights as provided by law, in this Master Contract, or in the RFP and may not change the terms of this Master Contract or the RFP.

6. Patents, Copyrights, Intellectual Property

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

6.2. The Master Contractor agrees that at all times during the term of this Master Contract and thereafter, works created as a deliverable under this Contract and services performed under this Master Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Master Contract are not works for hire for the State, the Master Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Master Contract.

6.3. The Master Contractor shall hold and save harmless the State of Maryland, including, but not limited to, the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Master Contract resulting from this RFP. The Master Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Master Contractor will defend the State against that claim at Master Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Master Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Master Contractor of any obligation hereunder except and to the extent that such failure prejudices Master Contractor's ability to defend against such claim; and (ii) allows Master Contractor to control, and cooperates with Master Contractor in, the defense and any related settlement negotiations.

6.4. If any products furnished by the Master Contractor become, or in the Master Contractor's opinion are likely to become, the subject of a claim of infringement, the Master Contractor shall, after consultation with the State and at the Master Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-fringing product that, in

the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

6.5. In connection with services provided under a PORFP, the Master Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Master Contractor Technology is contained in any of the Master Contract deliverables including any derivative works, the Master Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Master Contract deliverables for the State's purposes.

6.6. The Master Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Master Contractor. In a PORFP, the State may, in its sole discretion, elect to grant the Master Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Master Contractor's internal use to non-confidential Contract deliverables first originated and prepared by the Master Contractor for delivery to the State.

7. Rights to Records

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

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

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

8. 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 Master 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 Master 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 Master 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.

9. 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 Master Contractor or any of its subcontractors or agents, the Master Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Master Contract Manager. The Master Contractor shall ensure that all data is backed up and is recoverable by the Master Contractor.

10. Non-Hiring of Employees

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

11. Disputes

This Master 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 and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Master Contractor shall proceed diligently with the performance of the Master Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Master Contract, the Master 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 Master Contract, the Master Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

This Master 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 Master Contract or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Master Contract shall be construed to refer to such Code sections as from time to time amended.

13. Nondiscrimination in Employment

The Master 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 individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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 Master Contractor warrants that it 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 Master Contractor to solicit or secure this Master Contract, and that it 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 other consideration contingent on the making of this Master Contract.

15. Non-availability 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 a PO under this Master Contract succeeding the first fiscal period, the PO 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 Master Contractor's rights under any termination clause in this Master Contract. The effect of termination of the PO hereunder will be to discharge both the Master Contractor and the State from future performance of the PO, but not from their rights and obligations existing at the time of termination. The Master Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the PO. The State shall notify the Master Contractor as soon as it has knowledge that funds may not be available for the continuation of the PO for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Master Contractor fails to fulfill its obligations under this Master Contract properly and on time, or otherwise violates any provision of the Master Contract, the State may terminate the Master Contract by written notice to the Master Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Master Contractor shall, at the State's option, become the State's property. The State shall pay the Master Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Master Contractor's breach. If the damages are more than the compensation payable to the Master Contractor, the Master 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 Master 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 Master Contract that the Master Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Master Contract; provided, however, the Master 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 Master Contractor agrees to perform the work under this Master Contract continuously and diligently. No charges or claims for damages shall be made by the Master Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Master 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 Master 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 Master Contractor or the subcontractors or suppliers.

19. Suspension of Work

The State unilaterally may order the Master Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or Contract Manager 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 Master Contract are applicable to this Master Contract.

21. Financial Disclosure

The Master Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreement with the State 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 certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Master Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, 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 Master Contractor shall retain and maintain all records and documents in any way relating to this Master Contract for three years after final payment by the State under this Master 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 by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Master Contract are to be retained for the entire time provided under this section. The Master Contractor shall, upon request by the State, 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 Master Contractor and its subcontractors under the Master Contract. The Master 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. Master Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Master Contract.

24. Compliance with Laws

The Master Contractor hereby represents and warrants that:

24.1. 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;

24.2. 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 Master Contract;

24.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Master Contract; and

24.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Master Contract.

25. Costs and Price Certification

By submitting cost or price information, the Master Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the price proposal. The price under this Master Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Master Contractor furnished cost or price information which, as of the date of the financial proposal, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Master Contractor may not subcontract any portion of the services provided under this Master Contract without obtaining the prior written approval of the Procurement Officer, nor may the Master Contractor assign this Master Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Master Contractor may assign monies receivable under a PO after due notice to the State. Any such subcontract or assignment shall include the terms of sections 6, 9 through 24, and 32 of this Master 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 Master Contractor's obligations to the subcontractors.

27. Indemnification

27.1. The Master Contractor shall hold harmless and 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 Master Contractor or its subcontractors under this Master Contract.

27.2. The State has no obligation to provide legal counsel or defense to the Master 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 Master Contract against the Master Contractor or its subcontractors as a result of or relating to the Master Contractor's obligations under this Master Contract.

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

27.4. The Master Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Master Contractor or its subcontractors regarding any matter resulting from or relating to the Master Contractor's obligations under the Master Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Master Contractor's performance under this Master Contract, the Master Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to

provide additional legal counsel at the State's own expense. This section shall survive expiration of this Master Contract.

28. Limitation of Liability

For breach of this Master Contract, negligence, misrepresentation or any other contract or tort claim, Master Contractor shall be liable as follows:

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Master Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Master Contract, regardless of the form, Master Contractor's liability per claim shall not exceed five (5) times the total amount of the PORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any PORFP issued pursuant to this RFP. Third party claims arising under Section 27 ("Indemnification") of this Master Contract are included in this limitation of liability only if the State is immune from liability. Master Contractor's liability for third party claims arising under Section 27 of this Master Contract shall be unlimited if the State is not immune from liability for claims arising under Section 27.

29. Administrative

29.1. Procurement Officer. The work to be accomplished under this Master Contract shall be performed under the direction of the Procurement Officer and Contract Manager. All matters relating to the interpretation of this Master Contract shall be referred to the Procurement Officer for determination.

29.2. 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:

Mr. Michael Meinel
Maryland Department of Information Technology
45 Calvert Street, Room 442
Annapolis, MD 21401
Office Phone Number: 410-260-7179
Michael.Meinel@Maryland.Gov

If to the Master Contractor:

30. Risk of Loss; Transfer of Title.

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Master Contractor until the supplies, equipment, materials and other deliverables are received by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State's acceptance and payment for the same in accordance with the terms of this Master Contract.

31. Nonvisual Accessibility Warranty

The Master 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 Master 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 Master 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. Commercial Nondiscrimination

A. As a condition of entering into this Master Contract, Master 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, Master 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 Master Contractor retaliate against any person for reporting instances of such discrimination. Master 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. Master Contractor understands that a material violation of this clause shall be considered a material breach of this Master Contract and may result in termination of this Master Contract, disqualification of Master 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.

B. The Master Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.

C. As a condition of entering into this Master Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Master Contractor under Title 19 of the State Finance and Procurement Article, Master Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Master Contractor has used in the past 4 years on any of its contracts that were undertaken within the State, including the total dollar amount paid by Master Contractor on each subcontract or supply contract. Master 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 is requested by the State. Master Contractor understands that violation of this clause is a material breach of this Master Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

33. Prompt Pay Requirements

33.1. If a Master Contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

33.1.1. Not process further payments to the Master Contractor until payment to the subcontractor is verified

33.1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

33.1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

33.1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or

33.1.5. Take other or further actions as appropriate to resolve the withheld payment.

33.2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

33.3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

33.3.1. Affect the rights of the contracting parties under any other provision of law;

33.3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

33.3.3. Result in liability against or prejudice the rights of the Agency.

33.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

33.5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:

33.5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

33.5.2. This verification may include, as appropriate:

33.5.2.1. Inspecting any relevant records of the contractor;

33.5.2.2. Inspecting the jobsite; and

33.5.2.3. Interviewing subcontractors and workers.

33.5.2.4. Verification shall include a review of:

33.5.2.4.1. The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

33.5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

33.6. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

33.6.1. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

33.6.2. Terminate the contract;

33.6.3. Refer the matter to the Office of the Attorney General for appropriate action; or

33.6.4. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

33.6.5. Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

34. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Master Contractor]" of all the terms, conditions and obligations contained in this Master Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Master Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Master Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

35. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

THE NEXT PAGE IS THE CONTRACT SIGNATURE PAGE

Contract Signature Page

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

MASTER CONTRACTOR

_____ Date _____
By

Witness/Attest: _____

DEPARTMENT OF INFORMATION TECHNOLOGY

_____ Date _____
By

Witness: _____

Approved for form and legal sufficiency this _____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT 3 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):

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).

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)

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT 4 MINORITY BUSINESS ENTERPRISE FORMS

EXHIBIT TO SOLICITATION

STATE OF MARYLAND

DEPARTMENT OF INFORMATION TECHNOLOGY

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to strive to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals for Data Telecommunications Services Master Contract, No. F50B4400028 (RFP). MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual Task Order Agreement (TO Agreement), by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Purchase Order Request for Proposal (PORFP) scope of work that results in total MBE payments that meet or exceed the PORFP MBE goal percentage.

If awarded a Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.

SOLICITATION AND CONTRACT FORMATION

MASTER CONTRACT AWARDS

- ◆ An Offeror must sign and submit Attachment D-1A (Master Contractor Acknowledgement of PORFP MBE Requirements) with its Technical Proposal submission. By signing Attachment D-1A, the Offeror affirms that if it is awarded a master contract under the RFP, it will comply with all MBE requirements associated with any PORFP, including submission of waiver documentation where applicable. **Offeror’s failure to submit Attachment D-1A with its Technical Proposal will result in the Offeror’s proposal being deemed not reasonably susceptible for award, and the Offeror being eliminated from consideration for a master contract award.**
- ◆ An Offeror receiving notification from the State that it is an apparent master contract awardee will not be required to submit additional MBE documentation prior to final master contract execution. However, all PORFPs issued with an MBE participation goal will contain certain documents that the Contractor must submit at the time of its PORFP Proposal submission as well as documents that an apparent PORFP awardee must submit within 10 working days of notification of PORFP award. MBE affidavits, schedules, statements, and reports that will be used at the PORFP level are included herein as Attachment D-1 (Certified MBE Utilization and Fair Solicitation Affidavit), D-2 (MBE Participation Schedule), D-3 (Outreach Efforts Compliance Statement) and D-4 (Subcontractor Project Participation Statement). Attachments D-5 and D-6 are sample MBE reporting forms (See “Contract Administration Requirements” below).

PORFP AWARDS

Attachments D-1 and D-2 must be completed, signed and submitted by the Master Contractor together with the TO Proposal. If a Master Contractor believes that a waiver of some or all of the MBE goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment D-1. **If the Master Contractor does not submit Attachments D-1 and D-2 with its TO Proposal, the Master Contractor’s PORFP Proposal will be eliminated from consideration for award.**

Attachments D-3, D-4 and D-7 waiver documentation, if applicable, shall be submitted by the apparent PORFP awardee within 10 working days of notification of award. If the apparent PORFP awardee fails to return the requested documentation within the required time, the contract offer may be withdrawn.

CONTRACT ADMINISTRATION REQUIREMENTS

For each PORFP, the Master Contractor shall:

1. Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the PORFP, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached (see Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached (see Attachment D-6).

NOTE: Each Department/Agency will designate, via the PORFP, the specific format in which the prime contractor and subcontractor must submit monthly MBE reports, and to whom such reports shall be forwarded. **Under the Master Contract, all PORFP MBE payment reports shall be sent to the agency for which the PORFP scope of work is being completed. Payment reports should not be sent to DoIT unless the PORFP was issued by DoIT.**

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Master Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

Must be submitted with Master Contract Proposal in response to this RFP:

- ◆ ATTACHMENT D-1A – Master Contractor Acknowledgement of PORFP MBE Requirements

Must be submitted with PORFP Proposal:

- ◆ ATTACHMENT D-1 - Certified MBE Utilization and Fair Solicitation Affidavit

- ◆ ATTACHMENT D-2 - MBE Participation Schedule

Must be submitted within 10 working days of notification of PORFP apparent award:

- ◆ ATTACHMENT D-3 - Outreach Efforts Compliance Statement

- ◆ ATTACHMENT D-4 - Subcontractor Project Participation Statement

Must be submitted on a monthly basis after award of a PORFP :

- ◆ ATTACHMENT D-5 - Prime Contractor Unpaid MBE Invoice Report (Sample)

- ◆ ATTACHMENT D-6 - Subcontractor Paid/Unpaid MBE Invoice Report (Sample)

ATTACHMENT D-1A

Master Contractor Acknowledgement of Task Order MBE Requirements

This document shall be included with the submittal of the Offeror's response to the RFP. If the bidder or Offeror fails to complete and submit this form with its response to the RFP, the procurement officer shall determine that the Offeror's response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. F50B4400028, I affirm the following:

1. I understand that if I am awarded a master contract under the solicitation noted above, I will have the opportunity to compete for and win PORFP contracts that may contain MBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a PORFP that contains MBE requirements by submitting a PORFP Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the PORFP , my PORFP Proposal will be eliminated from further consideration.
3. If I am awarded a PORFP, I commit to making a good faith effort to achieve the MBE goal established for the PORFP .

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

The following Attachments D-1 through D-7 are sample forms and do not need to be completed or submitted with Offeror's response to this RFP.

The forms are required to be completed and submitted after Master Contract award with Master Contractor's PORFP proposal pursuant to any applicable PORFP issued under this RFP.

D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(Submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following sub goals (complete for only those sub goals that apply):

____ percent African American ____ percent Asian American
____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a PORFP, I must submit the following additional documentation as directed in the PORFP.

- (a) MBE Participation Schedule (D-2)
- (b) Outreach Efforts Compliance Statement (D-3)
- (b) Subcontractor Project Participation Certification (D-4)
- (c) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- 3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

- 4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name <i>(PLEASE PRINT OR TYPE)</i>	Signature of Affiant
	Name: _____
	Title: _____
	Date: _____

SUBMIT THIS AFFIDAVIT WITH PORFP BID/PROPOSAL

D-2 MBE Participation Schedule

Prime Contractor: <small>(Firm Name, Address, Phone)</small>	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Minority Firm Name	MBE Certification Number
FEIN	
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
Total All MBE Participation:	_____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

**SUBMIT THIS AFFIDAVIT WITH PORFP
BID/PROPOSAL**

Attachment D-4
Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §1D-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 business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of 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.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

This form is to be completed monthly by the prime contractor.

Attachment D-5

Maryland Department of Information Technology Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		Email:
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

<p>List all payments made to MBE subcontractor named above during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> <th style="width: 50%; text-align: center;"><u>Invoice #</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Amount</u>	<u>Invoice #</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Paid: \$ _____																																					
	<u>Amount</u>	<u>Invoice #</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Unpaid: \$ _____																																					

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS):
---	--

This form must be completed by
MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:	Email:																														
Address:																															
City: Baltimore	State:	ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Invoice Amt</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$		_____	List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Date</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Invoice Amt</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td></td> </tr> </tbody> </table>		<u>Date</u>	<u>Invoice Amt</u>	1.			2.			3.			Total Dollars Unpaid:		
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Paid: \$		_____																													
	<u>Date</u>	<u>Invoice Amt</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid:																															

	\$ _____
Prime Contractor:	Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____
 (Required)

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Code of Maryland Regulations (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D-6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B (2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm
of _____

Name of Prime Contractor)

located at _____,

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business)

_____ located at _____,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified
above is either unavailable for the work /service in relation to project number _____, or is unable to
prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Number)

(Street)

(City)

(State)

(Zip)

(Signature)

(Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered the opportunity to bid on project number _____, ON _____

(Date)

by _____

(Prime Contractor's Name)

(Prime Contractor Official's Name)

(Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Phone)

(Signature)

(Fax Number)

ATTACHMENT 5 CONTRACT AFFIDAVIT

21.07.01.25

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 6 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"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.

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.

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):

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)

SUBMIT AS INSTRUCTED IN RFP.

ATTACHMENT 7 PRE-PROPOSAL RESPONSE FORM

NOT APPLICABLE TO THIS RFP

ATTACHMENT 8 PRE-PROPOSAL CONFERENCE DIRECTIONS

NOT APPLICABLE TO THIS RFP

ATTACHMENT 9 LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

- A) This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B) The Living Wage Law does not apply to:
- 1) A Contractor who:
 - a) Has a State contract for services valued at less than \$100,000, or
 - b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - 2) A Subcontractor who:
 - a) Performs work on a State contract for services valued at less than \$100,000,
 - b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.
 - 3) Service contracts for the following:
 - a) Services with a Public Service Company;
 - b) Services with a nonprofit organization;
 - c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - d) Services between a Unit and a County or Baltimore City.
- C) If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D) A Contractor shall not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E) Each Contractor/Subcontractor, subject to the Living Wage Law, shall post 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.
- F) The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G) A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H) A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I) Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J) Information pertaining to reporting obligations may be found by going to the DLLR website <http://www.dllr.state.md.us/> and clicking on Living Wage.

ATTACHMENT 10 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (OFFEROR)

NOT APPLICABLE TO THIS RFP

ATTACHMENT 12 NON-DISCLOSURE AGREEMENT (CONTRACTOR)

NOT APPLICABLE TO THIS RFP

ATTACHMENT 13 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 14 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of ____ (Contractor) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

- A. I hereby affirm that _____ (Contractor) _____ has complied with Section 2.6, Security Requirements of the Department of Information Technology's Data Telecommunications Services Contract Number F50B4400028 referred hereto as Exhibit A.

- B. I hereby affirm that the _____ (Contractor) _____ has provided _____ (DoIT) _____ with a summary of the security clearance results for all of the candidates that will be working at high security facilities under this Contract and that all of these candidates have successfully passed all of the background checks required under Section 2.6.3 the Contract. Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on the premises of a State high-security facility.

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.

Contractor

Typed Name

Signature

Date

ATTACHMENT 15 LIST OF INTERSTATE CIRCUITS

Circuit ID	Carrier	Location A	Location Z
DHEC.378356.ATI	AT&T	1201 Reisterstown Road, Pikesville, MD 21208	296 Medevac Lane (Route 1, Box 100), Wiley Ford, WV 26767
DHEC.496290.ATI	AT&T	18320 Col. Henry K. Douglas Dr., Hagerstown MD 21740	120 Potomac Street, Harper's Ferry, WV 25425
DHEC.497031.ATI	AT&T	18320 Col. Henry K. Douglas Dr., Hagerstown MD 21740	229 East Martin Street, Martinsburg, WV 25401
DHEC.496233.ATI	AT&T	18320 Col. Henry K. Douglas Dr., Hagerstown MD 21740	5057 Flowing Springs Road, Shenandoah Junction (formerly Duffields), WV 25414
BCNZ6117	Level 3	1755 Old Meadow RD, McLean, VA	4510 13th Avenue S., Fargo, ND 58121

ATTACHMENT 16 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the VSBE goal stated in the Invitation for Bids or Request for Proposals. VSBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.13. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

VSBE GOALS AND SUBGOALS

A VSBE participation goal of 0% percent of the total contract dollar amount has been established for this procurement.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the VSBE subcontract goal with certified VSBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the VSBE subcontract goal with verified VSBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A bidder or offeror must include with its bid or offer:

A completed Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment 16 V-1), whereby the bidder or offeror:

acknowledges the certified VSBE participation goal or requests a waiver, and commits to make a good faith effort to achieve the goal; and

responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of certified VSBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If a bidder or offeror fails to submit these forms with the bid or offer as required, the Procurement Officer may deem the bid/offer non-responsive or that the offer is not reasonably susceptible of being selected for award.

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

VSBE Subcontractor Project Participation Statement (Attachment 16 V-2)

If the apparent awardee believes a waiver (in whole or in part) of the overall VSBE goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.07.

Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any certified VSBE subcontractor, the amount of each invoice and the reason payment has not been made (Attachment 16 V-3).

Include in its agreements with its certified VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 16 V-4).

Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of certified VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the contract.

At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

VSBE FORMS

- V-1A Master Contractor Acknowledgement of PORFP VSBE Requirements
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment 16V-1) (must be submitted with bid or offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment 16V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

Data Telecommunications Services RFP # F50B4400028

These instructions are meant to accompany the customized reporting forms sent to you by the Contract Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

- 1) As the Master Contractor, you have entered into a PORFP with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this RFP. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE Prime Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The Master Contractor must complete a separate Form V-3 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the Contract Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any VSBE payment activity for the reporting month.
- 3) The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form V-4. The Master Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form V-4 (upper right corner of the form) for the subcontractor the same as the Form V-4 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of Form V-4. The Contract Manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the Contract Manager if, during the course of the contract, a new VSBE subcontractor is utilized.

ATTACHMENT 16-V1A

Master Contractor Acknowledgement of PORFP VSBE Requirements

This document shall be included with the submittal of the Offeror’s response to the RFP. If the bidder or Offeror fails to complete and submit this form with its response to the RFP, the procurement officer shall determine that the Offeror’s response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. F50B4400028, I affirm the following:

1. I understand that if I am awarded a master contract under the solicitation noted above, I will have the opportunity to compete for and win PORFP contracts that may contain VSBE participation requirements.
2. If I am awarded a master contract under the solicitation noted above, and I respond to a PORFP that contains VSBE requirements by submitting a PORFP Proposal, I understand that if I fail to comply with any of the VSBE requirements outlined in the PORFP, my PORFP Proposal will be eliminated from further consideration.
3. If I am awarded a PORFP Agreement, I commit to making a good faith effort to achieve the VSBE goal established for the PORFP .

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

**ATTACHMENT 16-V1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE**

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form (Parts 1 and 2) with the bid or offer, the procurement officer may determine that the bid is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of _____. Therefore, I will not be seeking a waiver.

OR

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 16-V1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE
UTILIZATION AFFIDAVIT AND PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	

Description of work to be performed:

Continue on a separate page, if needed

Total VSBE Participation _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/ Offeror Name

Signature of Affiant

(PLEASE PRINT OR TYPE)

Name: _____

Title: _____

Date: _____

SUBMIT AS INSTRUCTED IN RFP.

ATTACHMENT 16-V2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Attachment KV-2 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title

By: _____
 Name, Title

 Date

 Date

ATTACHMENT 16-V3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Master Contractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all unpaid invoices received from VSBE Subcontractors that are older than 45 days. Submit one report for each VSBE contractor working on the Task Order.

Date: _____

Task Order Title: _____ Task Order Number: _____

Master Contractor Name: _____ Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Master Contractor Signature _____

Date _____

ATTACHMENT 16-V4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, Subcontractors of Task Orders with VSBE requirements are required to monthly submit to the Contract Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: _____

Task Order Title: _____

Task Order Number: _____

Subcontractor Name: _____

Prime Contractor Name: _____

Payments:

Invoice Number	Payment Date	Payment Amount	Comments

Outstanding Invoices:

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature _____

Date _____