

**Invitation for Bids (IFB)**

**NetworkMaryland™ Point to Point (T-1) Data Circuits**

**Project # F50B4400018**



State of Maryland  
DEPARTMENT OF INFORMATION TECHNOLOGY  
(DoIT)

**Issue Date: October 17, 2013**

**NOTICE:**

Information about registering, free of charge, on e-Maryland Marketplace can be obtained at the e-Maryland Marketplace website at <http://emaryland.buyspeed.com>.

Vendors must be registered on e-Maryland Marketplace to receive contract award.

**Minority Business Enterprise Firms are Encouraged to Respond to this Solicitation**

**MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY  
NO BID NOTICE**

In order to help us improve the quality of State bid solicitations, and to make our procurement process more responsive and business friendly, we ask that you provide comments and suggestions regarding the enclosed solicitation. If you have chosen not to bid on this Contract, you may email the form to: Dale Eutsler at [Dale.Eutsler@Maryland.Gov](mailto:Dale.Eutsler@Maryland.Gov) , subject line "No Bid Comments – IFB F50B4400018."

**Bid/Proposal Number: F50B4400018      Entitled: NetworkMaryland™ Point to Point (T-1) Data Circuits**

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 bid/proposals is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - Bid/Proposals requirements (other than specifications) are unreasonable or too risky (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 bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Attach additional pages as needed.)

REMARKS:

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Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**KEY INFORMATION SUMMARY SHEET  
INVITATION FOR BIDS  
PROJECT NO.: F50B4400018**

<b>IFB Title:</b>	<b>NetworkMaryland™ Point to Point (T-1) Data Circuits</b>
<b>IFB Number:</b>	F50B4400018
<b>IFB Issue Date:</b>	<b>October 17, 2013</b>
<b>IFB Due Date and Time:</b>	<del>November 12, 2013</del> <b><u>December 12, 2013</u></b> 2:00 P.M., Local Time
<b>Questions Due Date and Time:</b>	<del>October 30, 2013</del> <b><u>November 13, 2013</u></b> 2:00 P.M., Local Time
<b>Bid Opening Location, Date and Time</b>	<del>November 12, 2013</del> <b><u>December 12, 2013</u></b> 2:30 P.M., Local Time Location: Maryland DoIT 45 Calvert Street, Room 443 Annapolis, MD 21401
<b>IFB Issuing Agency:</b>	DoIT 45 Calvert Street Annapolis, MD 21401
<b>Procurement Officer:</b>	Dale Eutsler Office Phone Number: 410-260-7863 Office FAX Number: 410-974- 5615
<b>Send Questions to:</b>	Dale Eutsler <a href="mailto:Dale.Eutsler@Maryland.Gov">Dale.Eutsler@Maryland.Gov</a> Office Phone Number: 410-260-7863 Office FAX Number: 410-974-5615
<b>Bids are to be sent to:</b>	Maryland DoIT 45 Calvert Street, Room 442 Annapolis, MD 21401 Attention: Dale Eutsler
<b>Contract Manager:</b>	Gary Moulton Gary.moulton@maryland.gov Office Phone Number: 410-260-7095 Office FAX Number: 410-974-5615
<b>Contract Duration:</b>	Five years
<b>MBE Goal:</b>	0%
<b>Pre-Bid Conference:</b>	No Pre-Bid Conference

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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Summary Statement**

- 1.1.1 DoIT is issuing this Invitation for Bids (IFB) to procure five (5) point-to-point (T-1) data circuits.
- 1.1.2 It is the State’s intention to obtain services, as specified in this IFB, from a Contract between the successful Bidder and the State.
- 1.1.3 The Department intends to make a single award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### **1.2 Abbreviations and Definitions**

For the purposes of this IFB, the following abbreviations and terms have the meanings indicated below:

- a. Bid: A statement of price offered by a Bidder in response to an IFB.
- b. Bidder: An entity that submits a bid in response to this IFB.
- c. Business Day: Monday through Friday (excluding State holidays)
- d. CLEC: Competitive Local Exchange Carrier
- e. COMAR: Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- f. Contract: The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of Attachment A.
- g. Contract Manager: The State representative who is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract and assisting the Project Manager in achieving on budget/on target (e.g., within scope) completion of work performed under this IFB.
- h. Contractor: The selected Bidder awarded the contract for the procured services identified in this IFB.
- i. Contractor’s Point of Contact: Person designated at the time of Contract award by the Contractor as the single point of contact for the Agency with the authority and knowledge to resolve Contract issues.
- j. Demark - The point at which the service of the vendor ends and the private network of the State begins.
- k. DoIT: Department of Information Technology.

- l. "Firm Fixed-price contract" means a fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor's cost.
- m. IFB: This Invitation for Bids for the Maryland Department of Information Technology, Project Number: F50B4400018, dated October 17, 2013, including any amendments / addenda thereto.
- n. ILEC: Incumbent Local Exchange Carrier
- o. LEC: Local Exchange Carrier
- p. Local Time: Time in the Eastern Time zone as observed by the State of Maryland.
- q. MBE: A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- r. NOC: Network Operations Center
- s. Normal State Business Hours – Normal State business hours are 8:00 am – 6:00 p.m. Monday through Friday except State Holidays, which can be found at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword State Holidays.
- t. Notice to Proceed (NTP) - A written notice from the Procurement Officer that work on the project or work order shall begin on a specified date. The notice signifies the official start date of the project.
- u. POC: Point of Contact
- v. POP: Point of Presence
- w. Procurement Officer: The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract. DoIT may change the Procurement Officer at any time by written notice to the Contractor.
- x. Requesting Agency: The unit of the Executive Branch of Maryland State government issuing the IFB.
- y. SSL: Secure Socket Layer
- z. Total Evaluated Bid Price: The Bidder's total firm fixed-price for services in response to this solicitation, included in the Bid in Attachment D – Bid Price Form, and used in determining the recommended awardee.
- aa. Vendor: Any firm that is interested in performing the service set forth in this IFB.

### **1.3 Contract Type**

The contract that results from this IFB shall be a Definite Quantity Contract with Firm Fixed-Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

#### **1.4 Contract Duration**

The Contract resulting from this IFB shall be for a period of five (5) years, commencing on the date DoIT issues the NTP.

#### **1.5 Procurement Method**

This contract will be awarded in accordance with the Competitive Sealed Bidding procurement method as described in Maryland Code of Regulations (COMAR) 21.05.02.

#### **1.6 Procurement Officer**

The sole point of contact in the State for purposes of this IFB to the award of a contract is the Procurement Officer as listed in the Key Information Summary Sheet above.

DoIT may change the Procurement Officer at any time by written notice to the Contractor.

#### **1.7 Contract Manager**

DoIT's Contract Manager for this contract is listed in the Key Information Summary Sheet above.

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

#### **1.8 eMarylandMarketplace (eMM)**

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using other means for transmitting the IFB and associated materials, the solicitation and summary of the pre-bid conference, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go here to register: <http://emaryland.buyspeed.com>. Click on "Registration" to begin the process and follow the prompts.

#### **1.9 Questions**

Questions will be accepted via e-mail only up to the Questions Due Date and Time listed on the Key Information Summary Sheet. Identify in the subject line the Solicitation Number and Title.

#### **1.10 Pre-Bid Conference**

*This subsection is **not** applicable to this IFB.*

### **1.11 Bid Due Date**

The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, bids received by the Procurement Officer after the due date and time shall not be considered.

**Bids delivered by email or facsimile shall not be considered.**

### **1.12 Duration of Offer**

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of bids. This period may be extended at the Procurement Officer's request only with the bidder's written consent.

### **1.13 Receipt, Opening and Recording of Bids**

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

Bids and timely modifications to Bids shall be opened publicly as listed in the Key Information Summary Sheet. The name of each Bidder, the Total Evaluated Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

### **1.14 Confidentiality of Bids**

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Evaluated Bid Price.

### **1.15 Award Basis**

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Evaluated Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. **The most favorable Total Evaluated Bid Price will be the lowest price total on Attachment D - Bid Price Form.**

### **1.16 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

### **1.17 Revisions to the IFB**

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

Acknowledgement of the receipt of all amendments to this IFB issued before the bid due date must accompany the Bidder's bid in the Transmittal letter accompanying the Technical Bid submittal. Acknowledgement of the receipt of amendments to the IFB issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt shall not relieve the Bidder from complying with all terms of any such amendment.

### **1.18 Cancellations; Discussions**

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

### **1.19 Incurred Expenses**

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

### **1.20 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's compliance to the requirements of this IFB.

### **1.21 Protests/Disputes**

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

### **1.22 Multiple or Alternate Bids**

Neither multiple nor alternate bids will be accepted.

### **1.23 Public Information Act Notice**

A Bidder should give specific attention to the clear identification of those portions of its bid 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.

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01). Information which is claimed to be confidential shall be clearly marked “confidential.”

### **1.24 Bidder Responsibilities**

The selected Bidder shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the Bid. If a Bidder that seeks to perform or provide the services required by this IFB is a subsidiary of another entity, all information submitted by the Bidder, such as, but not limited to, references and financial reports, must pertain exclusively to the Bidder, unless the parent organization will provide guarantees for the performance of the subsidiary. If applicable, the Bidder’s bid must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.25 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and any amendments thereto, and the State’s Contract, included in this IFB as Attachment A. Any exceptions to this IFB or the Contract must be clearly identified in the Executive Summary of the technical bid. A bid that takes exception to these terms will be deemed non-responsive.

### **1.26 Bid/Proposal Affidavit**

A completed Bid/Proposal Affidavit shall accompany the bid submitted by a bidder. A copy of this Affidavit is included in this IFB as Attachment B.

### **1.27 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful contractor will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit shall be provided to the Procurement Officer within five business days of notification of proposed Contract award.

### **1.28 MBE Participation Goal**

A MBE subcontractor participation goal of 0% has been established for this solicitation.

### **1.29 Arrearages**

By submitting a response to this solicitation, the Bidder also represents that it is not in arrears in the payment of any obligations due to 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 this Contract if selected for the contract award.

### **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 bidder complete registration prior to the due date for receipt of bids.

A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

### **1.31 False Statements**

Bidders 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 years or both.

### **1.32 Electronic Funds Transfer**

By submitting a response to this IFB, the bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder/Contractor must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification

information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can also be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

#### **1.34 Non-Visual Access**

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

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, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: non-visual access

#### **1.35 Investment Activity in Iran**

A bid submitted by a Bidder must be accompanied by a completed Investment Activities in Iran Affidavit. The Investment Activities in Iran Affidavit is included in the Bid Affidavit (Attachment B of this IFB).

#### **1.36 Mistakes in Bids**

Mistake in Bids will be decided pursuant to COMAR 21.05.02.12.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SECTION 2 – SCOPE OF WORK

### 2.1 General Information

The purpose of this solicitation is to install and/or activate five (5) Point-to-Point (T-1) data circuits as detailed in Section 2.3. The awarded Bidder shall be able to perform all requirements as detailed in Section 2 of the IFB. Note: Bidder must be capable of providing all circuits within 30 days of award.

The State operates a high-speed wide area network, networkMaryland that provides equitable access to “anytime, anywhere” network services throughout Maryland. networkMaryland also provides intra and interstate WAN data communication needs for State agencies that require connectivity to data centers outside the State.

The overall goal of this solicitation is to establish network connectivity between Frederick, MD (an existing networkMaryland POP) and four (4) separate State agency locations in West Virginia. Bidders must provide service for the locations listed below.

#### **Circuit #1**

**Location A:** 5057 Flowing Springs Road, Shenandoah Junction, WV, 25414 and

**Location Z:** 33 E. Patrick Street, Frederick, MD 21701.

#### **Circuit #2**

**Location A:** 120 Potomac Street, Harper’s Ferry WV, 25425 and

**Location Z:** 33 E. Patrick Street, Frederick, MD 21701.

#### **Circuit #3**

**Location A:** 229 East Martin Street, Martinsburg, WV, 25414 and

**Location Z:** 33 E. Patrick Street, Frederick, MD 21701.

#### **Circuits #4 and #5**

**Location A:** 296 Medevac Lane, Wiley Ford, WV, 26767 and

**Location Z:** 33 E. Patrick Street, Frederick, MD 21701.

### 2.2 Scope of Services

Bidder awarded this Contract shall provide the circuits within 30 days of the receipt of the NTP.

### 2.3 Detailed Specifications

Service specifications are detailed in *Appendix 1: networkMaryland Point to Point (T-1) Data Circuits Specifications*.

All circuits shall be extended to the demark for Locations A and Z as specified Appendix 1. Circuits shall meet reliability metrics of “Three Nines” (99.9%) availability, excluding scheduled

downtime. Packet latency > 65 msec for more than 60 seconds shall be considered degradation of service.

The Contractor shall notify the Contract Manager or State NOC seven calendar days in advance of scheduled maintenance activities that might impact the service. The notice shall include, at a minimum, the reason for the planned service outages, the scope of the outage, and its duration. Maintenance shall be scheduled to begin no earlier than 11:00 pm and complete no later than 6:00 am.

#### **2.4 Ownership of Circuits**

The Requesting Agency shall own all the circuits that result from this solicitation, and the State shall have the absolute, unilateral rights to use such circuit with no additional payments being due the Contractor once the Contract terminates. The State may allow its use by any other entity, either with or without compensation to the State or the Contractor.

#### **2.5 Acceptance**

To ensure compliance with the requirements and specifications herein, the State will perform acceptance tests within 30 days of circuit delivery.

The State does not assume ownership of the circuits until the Contract Manager accepts the circuits as fully operational as provided herein.

The Contract Manager will provide written notice of receipt of the circuits after acceptance testing.

#### **2.6 Circuit Provisioning and Installation Procedure**

The Contractor is expected to establish a POC to provide overall management of the Contract work. This individual will be the principal POC throughout the duration of the Contract.

The Contractor shall be responsible for any and all installation coordination necessary to provide facilities premise to the premises. At all times, the Contractor shall retain responsibility for any subcontracted service, including but not limited to local loops.

The Contractor shall identify the business office(s) from which the installation and billing will be performed and maintenance dispatched for the services offered in its Bid in a list to the Contract Manager within 15 calendar days after Contract award and submit updates to the list to keep it current.

#### **2.7 Circuit Delivery Acknowledgement**

The Contractor shall provide the Contract Manager with circuit delivery dates and coordinate access and acceptance testing with the Contract Manager. The Contractor shall provide at least two business days' notice to coordinate installation and testing.

## **2.8 Delivery Schedules**

The Contractor shall notify the Contract Manager by email any scheduling dates and implementation timeframes.

## **2.9 Problem Reporting and Coordination Procedures**

The Contractor shall provide access to a technical support/Help Desk 24x7x365 via a toll free telephone number to enable the State to obtain technical support, troubleshooting, problem isolation, problem determination and resolution of problems.

The Contractor shall provide a password-protected problem-reporting system accessible 24x7x365 via the Internet using Secure Socket Layer (SSL) that allows State personnel or the State's NOC personnel to open, review, track, and update trouble tickets and escalations.

If a service outage cannot be resolved within the first hour, the Contractor shall provide the State's NOC with an hourly status report via the problem-reporting system. If the outage cannot be resolved within two hours, the Contractor will escalate the problem within its own organization and update the ticket or the State's NOC. If the outage cannot be resolved within eight hours, the Contractor will provide a senior management representative to address the problem.

The Contractor shall be responsible for the coordination of all repair activities between its network and any interconnects with other service providers.

The Contractor, when notifying the State's NOC that State equipment is at fault for the circuit outage, shall provide the State with evidence that the loss of service is related to State owned equipment.

The Contractor shall provide a password-protected web site accessible via the Internet using SSL that authorized State personnel of the State's NOC may access to view near real time statistics (no greater than every 20 minutes) on bandwidth utilization of the State's circuits.

## **2.10 Invoicing**

2.10.1 All invoices shall be submitted by the Contractor for the non-recurring (circuit installation) amount of its Bid within 30 days of the requesting Agency accepting the circuit. The Contractor will bill for the recurring circuit charges no later than 30 days from the closing of the monthly service cycle. The invoice shall include, at the minimum, the following information:

- A) Name and address of the Requesting Agency being billed;
- B) Contractor name;
- C) Circuit number with the monthly cost and any one time costs;
- D) Time period for the circuit charges;

- E) E-mail address/phone number of Contractor's POC;
  - F) Remittance address;
  - G) Federal taxpayer identification or (if owned by an individual) Contractor's social security number;
  - H) Invoice period, invoice date, invoice number and amount due; and
  - D) Purchase Order # being billed.
- 2.10.2 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.10.3 The Requesting Agency may withhold and/or reduce payment for unsatisfactory performance not to exceed the prorated circuit costs for a given month during any portion of the month where the service was unavailable or impacted due to repetitive intermittent downtime with degradation of service which does not meet the criteria as specified in Section 2.3.
- 2.10.4 The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 2.10.5 Contractor shall have a process for resolving billing errors.

<b>2.11 Insurance Requirements</b>
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- 2.11.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 2.11.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.
- 2.11.3 The 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 Contractor.
- 2.11.4 Worker's Compensation - The vendor 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.
- 2.11.5 General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
- \$2,000,000 - General Aggregate Limit (other than products/completed operations)
  - \$2,000,000 - Products/completed operations aggregate limit
  - \$1,000,000 - Each Occurrence Limit

- \$1,000,000 - Personal and Accidental Injury Limits
- \$ 50,000 - Damages to Premises rented to you
- \$ 5,000 - Medical Expense

2.11.6 The State will be named as an Additional Insured on all General Liability policies (Except Workman's Compensation) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Such certificate(s) will contain a thirty (30) day prior notice of cancellation. 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. Failure to maintain insurance coverage of the specified types and levels will be a breach of contract.

2.11.7 In the event the State receives a notice of cancellation, the Contractor must 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 cancellation was due to any other reason.

2.11.8 The insurance provider must be in good-standing with the State of Maryland Insurance Administration.

## **2.12 Minimum Qualifications**

Bidders shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this IFB:

- 1 Bidder must be a registered LEC (ILEC/CLEC) within Maryland and West Virginia.

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## **SECTION 3 – BID FORMAT AND SUBMISSION**

### **3.1 General**

3.1.1 Bidders shall use and follow the instructions in the Price Bid Form, Attachment D. Any change or alteration to this Attachment may result in the Bid being deemed non-responsive.

3.1.2 Bidders shall comply with each and every section, subsection, Attachment of, and addendum to this solicitation. Failure to comply may result in rejection of the Bid. Bidders shall complete and attach all required Attachments for Bid submission.

3.1.3 Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page 2).

**Do not change any State Attachments or your Bid may be rejected.**

### **3.2 One-Part Submission**

Bidders shall submit a Bid and all Required Bid Submissions (see Section 3.5) in a single sealed package/envelope (Bid Package).

The Bid Package must include one unbound original, so labeled, and one bound copy of the required materials. A copy of the Bid in MS Word format (2007 or later), with Attachments in signed PDF format, must be enclosed with the original Bid. Acceptable delivery media are CD or flash drive. The electronic media shall be labeled with the IFB title, IFB number, and Bidder name. Signatures on attachments must be clearly visible.

### **3.3 Labeling**

Each Bidder is required to label the sealed Bid Package. The Bid Package shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

### **3.4 Bid Price Form**

The Bid shall contain all price information in the format specified on the Bid Price Form (**Attachment D**). Complete the Bid Price Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Price Form or include additional clarifying or contingent language on or attached to the Bid Price Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

The Bid shall contain the Unit prices and a total price for each bid item. In the event of a discrepancy between the unit bid prices and the extensions (quantity of product and unit price), the unit price shall govern. In the event that the unit price is not included, the unit price shall be the extended price divided by the quantity.

### **3.5 Required Bid Submissions**

#### 3.5.1 Transmittal Letter

A Transmittal Letter shall be prepared on the vendor's business stationery and shall accompany the Bid. The purpose of this letter is to transmit the bid and acknowledge the receipt of any amendments and/or addenda to the IFB. The transmittal letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The letter shall include the Bidder's complete legal name as registered with the State Department of Assessments and Taxation; address, telephone number, fax number and e-mail address, federal tax identification, and if registered, the eMM identification number.

A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Letter. **A Bid that takes exception to the terms, conditions, and requirements in this IFB will be rejected.**

#### 3.5.2 Title and Table of Contents

The Bid shall begin with a title page bearing the name and address of the Bidder and the name and number of this IFB. A table of contents shall follow the title page for the Bid. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Bidder's Bid. An explanation for each claim of confidentiality shall be included.

#### 3.5.3 Bid Response Format

Bidder shall respond to the following:

1. The Bid shall state if Bidder is a registered LEC (ILEC/CLEC) in Maryland and West Virginia.
2. The Bid shall define the carrier facilities and how Bidder meets the service requirements from Appendix 1.
3. Define the implementation time frame. Note: Bidder must be capable of providing all circuits within 30 days of award.
4. Service Level Agreements – Bidder shall define in its response the following:
  - a. Time to respond to service impacting events on the Bidder's network
  - b. Time to respond in the event of a ticket being called in
  - c. Escalation levels and timelines
  - d. Repair/Restoration targets
  - e. Uptime/Availability

5. Define the requirements for handoff equipment to the State, if applicable.
6. Define process for resolving billing errors.

#### 3.5.4 Certificate of Insurance

The Bidder shall provide a copy of the Bidder's current certificate of insurance with the prescribed limits set forth in Section 2.12.

#### 3.5.5 Completed Attachments

- Completed Bid Affidavit (Attachment B)
- Completed Bid Price Form (Attachment D)

### **3.6 Delivery**

Bidders may either mail or hand-deliver Bids. **Bids delivered by email or facsimile shall not be considered.**

- 3.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, DoIT recommends that the Bidder only use Express Mail, Priority Mail, or Certified Mail as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 3.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

Please note the following for hand delivery of bid: The bid package must be received by the Procurement Officer before the due date and time to be given consideration. 45 Calvert St. is a secure facility.

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## SECTION 4– EVALUATION CRITERIA AND PROCEDURE

### 4.1 Evaluation Criteria

Evaluation of the bids will be based on the criteria set forth below. The Contract resulting from this IFB will be awarded to the Bidder with the lowest Total Evaluated Bid Price to the State.

### 4.2 Financial Criteria

All qualified Bidders will be ranked from the lowest to the highest price based on their Total Evaluated Bid Price within the stated guidelines (as submitted in the Price Bid Form).

### 4.3 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: (a) the resident business is a responsible bidder; (b) a responsible bidder whose principal office or principal base of operations is in another state submits the lowest responsive bid; (c) the state in which the nonresident’s principal office is located or the state in which the nonresident has its principal operation through which it would provide the goods or services gives a preference to its residents through law, policy, or practice; and (d) the preference does not conflict with a federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice, gives to its residents.

### 4.4 Award Determination

A public opening of the Bids will be held at the time and location listed in the Key Information Sheet. **Award will be made to the responsible bidder who submits the responsive bid that has the lowest Total Evaluated Bid Price to the State.**

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## ATTACHMENTS & APPENDICES

### **Appendix 1 – networkMaryland Point to Point (T-1) Data Circuits Specifications**

#### **Attachment A – Sample Contract**

This is the sample contract used by DoIT. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three executed copies of the Contract within five Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

#### **Attachment B – Bid Affidavit**

This Attachment must be completed and submitted with the Bid.

#### **Attachment C – Contract Affidavit**

This Attachment must be completed by the recommended awardee and submitted to the Procurement Officer within five Business Days of receiving notification of recommendation for award.

#### **Attachment D – Bid Price Form**

The Bid Form must be completed and submitted with the Bid.

# **Appendix 1**

## **networkMaryland Point to Point (T-1) Data Circuits Specifications**

### **Preamble**

1. For the purpose of this Appendix, networkMaryland is the Subscriber and the entity responding to this IFB is the Service Provider.
2. At each location, networkMaryland has installed a device to terminate the T-1 Service, which will be the point of demarcation for the Subscriber and the Service Provider.
3. The Service Provider shall be capable of proactively monitoring its T-1.
4. The Service Provider shall open tickets in the event of a failure not caused by a power outage.

### **Service Requirements**

#### **CIRCUIT #1:**

- Bidder will install a Point to Point T-1 circuit in the equipment cabinet at the MTA Shenandoah Junction MARC station and extend the T-1 circuit to the terminal box at the MARC station. Bidder may be able to reuse existing wiring to extend the demark.
- Bidder will interconnect the T-1 circuit to a Verizon OC-3, circuit ID, IBT93/OC03/FRDRMDFR/FRDRMDQJ, channel 373, multiplexed at the Verizon Central Office with the address 33 E. Patrick Street, Frederick, MD, 21701.

#### **CIRCUIT #2:**

- Bidder will install a Point to Point T-1 circuit in the equipment cabinet at the MTA Harper's Ferry MARC station and extend the T-1 circuit to the terminal box at the MARC station. Bidder may be able to reuse existing wiring to extend the demark.
- Bidder will interconnect the T-1 circuit to a Verizon OC-3, circuit ID, IBT93/OC03/FRDRMDFR/FRDRMDQJ, channel 364, multiplexed at the Verizon Central Office with the address 33 E. Patrick Street, Frederick, MD, 21701.

#### **CIRCUIT #3:**

- Bidder will install a Point to Point T-1 circuit in the equipment cabinet at the MTA Martinsburg MARC station and extend the T-1 circuit to the terminal box at the MARC station. Bidder may be able to reuse existing wiring to extend the demark.
- Bidder will interconnect the T-1 circuit to a Verizon OC-3, circuit ID, IBT93/OC03/FRDRMDFR/FRDRMDQJ, channel 374, multiplexed at the Verizon Central Office with the address 33 E. Patrick Street, Frederick, MD, 21701.

## **CIRCUITS #4 and #5:**

- Bidder will install two (2) Point to Point T-1 circuits at the MSP hangar and terminate the circuits near the existing wall-mounted network rack. Questions should be referred to the duty officer on site. Bidder may be able to reuse existing wiring to extend the demark.
- Bidder will interconnect the two (2) T-1 circuits to a Verizon OC-3, circuit ID, IBT93/OC03/FRDRMDFR/FRDRMDQJ, channels 371 and 372, multiplexed at the Verizon Central Office with the address 33 E. Patrick Street, Frederick, MD, 21701.

**ATTACHMENT A – SAMPLE CONTRACT**

**STATE OF MARYLAND  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CONTRACT**

**“NetworkMaryland™ Point to Point (T-1) Data Circuits”  
PROJECT NO. F50B4400018**

**THIS CONTRACT (the “Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ and, on behalf of the STATE OF MARYLAND, the **MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY**.

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

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated \_\_\_\_\_.
- 1.2 “Contract” means this contract for circuits.
- 1.3 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_.
- 1.4 “Contract Manager” means the individual identified in Section 1.7 of the IFB or a successor designated by the Department.
- 1.5 “Department” means the Department of Information Technology (DoIT).
- 1.6 “IFB” means the Invitation for Bids for NetworkMaryland™ Point to Point (T-1) Data Circuits Solicitation # F50B4400018 and any amendments thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the person identified in Section 1.6 of the IFB or a successor designated by the Department.
- 1.8 “State” means the State of Maryland.

2 Scope of Work

2.1 The Contractor shall install and/or activate five Point to Point (T-1) data circuits described more fully in the IFB and in the Contractor's Bid, attached hereto as Exhibits A and B, respectively. These products 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 C, 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 – Invitation For Bids Project No. F50B4400018

Exhibit B – The Contract Affidavit dated \_\_\_\_\_. (Attachment C)

Exhibit C – The Bid

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

3. Time for Performance

Unless terminated earlier as provided in this Contract, the term of this Contract shall begin on the date of the Notice to Proceed and shall terminate three years thereafter. The Department shall have the right to exercise up to two, one year renewal options at its sole discretion.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the requirements of this Contract, payment to the Contractor pursuant to this Contract shall be at a Firm Fixed-Price of \$\_\_\_\_\_.

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

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

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.
5. Rights to Records
  - 5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
  - 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
  - 5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
  - 5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

7. Non-Hiring of Employees

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

8. Exclusive Use and Ownership

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

9. Patents, Copyrights, Intellectual Property

- 9.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 9.2. The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product

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

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

10. Loss of Data

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

11. Disputes

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

12. Maryland Law

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

13. Nondiscrimination in Employment

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

14. Contingent Fee Prohibition

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

15. Nonavailability of Funding

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

16. Termination for Cause

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

damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

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

18. Delays and Extensions of Time

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

19. Suspension of Work

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

20. Pre-Existing Regulations

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

21. Financial Disclosure

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

22. Political Contribution Disclosure

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

23. Retention of Records

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

24. Compliance with Laws

The Contractor hereby represents and warrants that:

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

25. Cost and Price Certification

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

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

26. Living Wage

- 26.1. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. This contract has been deemed to be a Tier 1 contract.
- 26.2. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.50 per hour.
- 26.3. The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the

Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

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

27. Commercial Non-Discrimination

- 27.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 27.2. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.
- 27.3. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

28. Subcontracting; Assignment

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

29. Indemnification

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

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

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

29.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract. Section 29 shall survive expiration of this Contract.

30. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the Bid (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-

visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

31. 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 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 Contract.

31. Limitation of Liability

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

- A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 9 of this 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 Contract, regardless of the form, Contractor's liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 29 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 29 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 29.

32. Administrative

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

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

If to the State:

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

With a copy to:

Gary Moulton  
Contract Manager  
Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401-1907  
Phone Number: 410-260-7095  
E-Mail: [gary.moulton@maryland.gov](mailto:gary.moulton@maryland.gov)

If to the Contractor:

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

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

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

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF INFORMATION  
TECHNOLOGY

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

\_\_\_\_\_  
Isabel FitzGerald, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal sufficiency this \_\_\_\_\_ day \_\_\_\_\_, 2013

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

**ATTACHMENT B – BID 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):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### 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:

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

I FURTHER AFFIRM THAT:

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

**M. ACKNOWLEDGEMENT**

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

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

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

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

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

**ATTACHMENT C – CONTRACT AFFADAVIT**

**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)

**ATTACHMENT D – BID PRICE FORM**

**DEPARTMENT OF INFORMATION TECHNOLOGY**

**Invitation For Bids (IFB) No. F50B4400018**

**BID PRICE SHEET – PAGE 1 OF 3**

**CONTRACT TITLE: NetworkMaryland™ Point to Point (T-1) Data Circuits**

**In response to the Invitation for Bid (IFB) No. F50B4400018, the following bid is submitted by:**

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

\_\_\_\_\_  
Signature of Authorized Person and date Signed

Prices quoted shall be Firm Fixed-Price in accordance with the specifications contained herein and shall include all costs associated with the acquisition, delivery, and acceptance of the equipment specified.

By affixing your signature to the Bid Cost Sheet, you hereby indicate that you have read all bid terms, conditions, and specifications and agree to all the terms, conditions, specifications, and provisions. Furthermore, you are attesting that your company is currently licensed to do business within the State of Maryland for the services you will provide DoIT under this bid. **The signer of this document must be a person authorized to bind the Company.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Printed or Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Identification Number (FEIN) or Social Security (SS) Number: \_\_\_\_\_

Small Business Reserve Number: \_\_\_\_\_

Veteran Owned Small Business (VOSB): \_\_\_\_\_ YES \_\_\_\_\_ NO

Minority Business Enterprise (MBE) Firm: \_\_\_\_\_ YES \_\_\_\_\_ NO

MBE Certification No: \_\_\_\_\_ MBE Classification Code: \_\_\_\_\_

**DEPARTMENT OF INFORMATION TECHNOLOGY**

**Invitation For Bids (IFB) No. F50B4400018**

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**BID PRICE SHEET – PAGE 2 OF 3**

**Table A – Non-Recurring Cost to Establish Circuits**

<b><u>Pricing Element</u></b>	<b><u>Bid Price</u></b>
<b><u>Circuit 1</u></b> – 5057 Flowing Springs Road, Shenandoah Junction, WV, 25414 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuit 2</u></b> – 120 Potomac Street, Harper’s Ferry, WV, 25425 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuit 3</u></b> – 229 East Martin Street, Martinsburg, WV, 25414 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuits 4</u></b> – 296 Medevac Lane, Wiley Ford, WV 26767 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuits 5</u></b> – 296 Medevac Lane, Wiley Ford, WV 26767 to 33 E. Patrick Street, Frederick, MD 21701	
<b>Table A – Total Bid Price</b>	\$

**NOTE: Bid prices are Firm-Fixed Prices and are not subject to adjustment because of variations in the Bidder’s cost.**

**DEPARTMENT OF INFORMATION TECHNOLOGY**

**Invitation For Bids (IFB) No. F50B4400018**

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**BID PRICE SHEET – PAGE 3 OF 3**

**Table B – Monthly Recurring Cost for Circuits**

<b><u>Pricing Element</u></b>	<b><u>Bid Price (per month)</u></b>
<b><u>Circuit 1</u></b> – 5057 Flowing Springs Road, Shenandoah Junction, WV, 25414 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuit 2</u></b> – 120 Potomac Street, Harper’s Ferry, WV, 25425 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuit 3</u></b> – 229 East Martin Street, Martinsburg, WV, 25414 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuits 4</u></b> – 296 Medevac Lane, Wiley Ford, WV 26767 to 33 E. Patrick Street, Frederick, MD 21701	
<b><u>Circuits 5</u></b> – 296 Medevac Lane, Wiley Ford, WV 26767 to 33 E. Patrick Street, Frederick, MD 21701	
<b>Table B – Total Bid Price</b>	\$

**Note: Contract term is 60 months. Price increases will not be allowed.**

**Table C – Total Evaluated Bid Price**

<b><u>Table A – Total Bid Price (A)</u></b>	<b><u>Table B – Total Bid Price (B)</u></b>	<b><u>Total Evaluated Bid Price (A+B)</u></b>
\$	\$	\$