



**Department of Information Technology (DOIT)  
REQUEST FOR PROPOSALS (RFP)**

**Toll Free Services**

**SOLICITATION NO. 060B4400012**

**Issue Date: August 12, 2014**

**NOTICE**

A Prospective Offeror that has received this document from the DoIT website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this FRP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

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

## TABLE OF CONTENTS

1	GENERAL INFORMATION.....	7
1.1	Summary Statement .....	7
1.2	Abbreviations and Definitions .....	7
1.3	Contract Type.....	10
1.4	Contract Duration.....	10
1.5	Procurement Officer.....	11
1.6	Contract Manager.....	11
1.7	Pre-proposal Conference.....	11
1.8	eMaryland Marketplace (eMM).....	12
1.9	Questions.....	12
1.10	Procurement Method .....	12
1.11	Proposals Due (Closing) Date and Time .....	12
1.12	Multiple or Alternate Proposals .....	12
1.13	Economy of Preparation .....	13
1.14	Public Information Act Notice .....	13
1.15	Award Basis .....	13
1.16	Oral Presentation .....	13
1.17	Duration of Proposal .....	13
1.18	Revisions to the RFP.....	13
1.19	Cancellations .....	14
1.20	Incurred Expenses .....	14
1.21	Protest/Disputes.....	14
1.22	Offeror Responsibilities .....	14
1.23	Substitution of Personnel.....	15
1.24	Mandatory Contractual Terms.....	17
1.25	Bid/Proposal Affidavit .....	18
1.26	Contract Affidavit.....	18
1.27	Compliance with Laws/Arrearages .....	18
1.28	Verification of Registration and Tax Payment.....	18
1.29	False Statements .....	18
1.30	Payments by Electronic Funds Transfer.....	19
1.31	Prompt Payment Policy .....	19
1.32	Electronic Procurements Authorized.....	19
1.33	Minority Business Enterprise (MBE) Participation Goal.....	20

1.34	Living Wage Requirements.....	21
1.35	Federal Funding Acknowledgement .....	21
1.36	Conflict of Interest Affidavit and Disclosure .....	21
1.37	Non-Disclosure Agreement.....	22
1.38	HIPAA - Business Associate Agreement.....	22
1.39	Non-Visual Access .....	22
1.40	Mercury and Products That Contain Mercury.....	22
1.41	Veteran-Owned Small Business Enterprise Goals .....	22
1.42	Location of the Performance of Services Disclosure .....	23
1.43	Department of Human Resources (DHR) Hiring Agreement .....	23
1.44	Purchasing and Recycling Electronic Products.....	23
1.45	Investment Activity in Iran.....	23
1.46	Contract Extended To Include Other Non-State Governments or Agencies.....	23
1.47	Pricing for Contract/Contract Modifications.....	23
2	MINIMUM QUALIFICATIONS .....	25
2.1	Offeror Minimum Qualifications .....	25
3	SCOPE OF WORK.....	26
3.1	Background and Purpose .....	26
3.2	Agency / Project Background .....	26
3.3	General Requirements.....	26
3.4	Security Requirements .....	32
3.5	Service Order Fulfillment .....	32
3.6	Procedure for Adding a Service Offering, Tax or Surcharge .....	33
3.7	Service Center and Trouble Reporting Capabilities .....	33
3.8	Offeror Requirements .....	35
3.9	Reports and Meetings.....	35
3.10	Insurance Requirements .....	37
3.11	Invoicing.....	38
3.12	Individual Case Basis (ICB) Contract.....	39
3.13	MBE Reports.....	39
3.14	VSBE Reports .....	39
3.15	SOC 2 Type II Audit Report .....	39
4	PROPOSAL FORMAT .....	40
4.1	Two-Part Submission.....	40
4.2	Volume I – Technical Proposal.....	40

4.3	Volume II – Financial Proposal .....	44
4.4	Proposals .....	45
4.5	Proposal Delivery.....	45
5	EVALUATION CRITERIA AND PROCEDURE .....	47
5.1	Evaluation Committee.....	47
5.2	Technical Proposal Evaluation Criteria .....	47
5.3	Financial Proposal Evaluation Criteria .....	47
5.4	Reciprocal Preference .....	47
5.5	Selection Procedures .....	48
5.6	Documents Required upon Notice of Recommendation for Contract Award .....	49
Attachment A -	CONTRACT .....	52
Attachment B -	BID/PROPOSAL AFFIDAVIT .....	65
Attachment C -	CONTRACT AFFIDAVIT .....	71
Attachment D -	MINORITY BUSINESS ENTERPRISE FORMS.....	75
Attachment E -	PRE-PROPOSAL CONFERENCE RESPONSE FORM & Directions.....	76
Attachment F -	FINANCIAL PROPOSAL PRICING INSTRUCTIONS .....	78
Attachment G -	LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS .....	80
	ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement .....	82
Attachment H -	FEDERAL FUNDS ATTACHMENT .....	84
Attachment I -	CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....	85
Attachment J -	NON-DISCLOSURE AGREEMENT (CONTRACTOR).....	86
Attachment K -	HIPAA BUSINESS ASSOCIATE AGREEMENT .....	86
Attachment L -	MERCURY AFFIDAVIT .....	86
Attachment M -	VETERAN-OWNED SMALL BUSINESS ENTERPRISE.....	86
Attachment N -	LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE .....	87
Attachment O -	DHR HIRING AGREEMENT.....	88
Attachment P -	NON-DISCLOSURE AGREEMENT (offeror).....	88
Attachment Q -	LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....	88

**STATE OF MARYLAND**  
**NOTICE TO OFFERORS/BIDDERS/CONTRACTORS**  
**Maryland Wants to Do Business with You**

Please let us know why you are not proposing. (Check all that apply).

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): \_\_\_\_\_

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

Bid/proposal Number: 060B4400012 Entitled: Toll Free Services

Your comments will help us improve the procurement process.

**Thank You.**

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

**STATE OF MARYLAND**  
*Department of Information Technology (DoIT)*  
**RFP KEY INFORMATION SUMMARY SHEET**

<b>RFP Title:</b>	Toll Free Services
<b>RFP Number:</b>	060B4400012
<b>RFP Issuing Agency:</b>	DoIT
<b>RFP Issue Date:</b>	08/12/2014
<b>Proposals Due Date and Time:</b>	10/16/2014 at 10:00 AM Local Time
<b>Questions Due Date and Time:</b>	09/22/2014 at 2:00 PM Local Time
<b>Procurement Officer:</b>	Dale Eutsler Phone: (410) 260-7863 e-mail: <a href="mailto:Dale.Eutsler@maryland.gov">Dale.Eutsler@maryland.gov</a>
<b>Contract Manager:</b>	Alan J. Sabol DoIT Voice Services 45 Calvert St. Annapolis, MD 21401 Phone: 410-260-7970 e-mail: Alan.Sabol@maryland.gov
<b>Send Proposals to:</b>	DoIT 45 Calvert St, Room 445A Annapolis, MD 21401 Phone: 410-260-7863 Attention: Dale Eutsler
<b>Send Questions (e-mail only) to:</b>	e-mail address: Dale.Eutsler@Maryland.gov
<b>Contract Type</b>	Indefinite Quantity Contract with Firm Fixed Price
<b>Contract Duration</b>	Five (5) year base period and two (2) one-year option periods
<b>MBE Subcontracting Goal:</b>	0 %
<b>VSBE Subcontracting Goal:</b>	0 %
<b>Small Business Reserve</b>	No
<b>Pre-Proposal Conference:</b>	September 4, 2014 at 10:00 AM Local Time 45 Calvert St. Room 164A/B Annapolis, MD 21401 See Attachment E for Directions and Response Form

# 1 GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT or “the Agency”) is issuing this Request for Proposals (RFP) to award one statewide contract to procure toll free and associated enhancement services. Toll Free Services include inbound, outbound and two-way capabilities and includes four toll free platform-based services.
- 1.1.2 It is the State’s intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is a five (5) year base period, two (2) one-year option periods, and one (1) optional transition period. See Section 1.4 for more information.
- 1.1.3 The Agency intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 The resulting Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

## 1.2 Abbreviations and Definitions

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

Business Day(s)	Monday through Friday (excluding State holidays)
COMAR	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a>
Common Business Lines (CBL)	A Common Business Line (CBL) is a single telephone line from the local carrier. This could be a telephone line, a telephone trunk, or a DID number.
Contract	The Contract awarded to the successful Offeror pursuant to this RFP. The State’s Contract attached to this RFP as Attachment A.
Contract Manager	The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

Contractor	The selected Offeror that is awarded a Contract by the State
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
Contractor's Point of Contact (POC)	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.
Customer Premises Equipment (CPE)	the customer owned equipment that is connected to the PSTN
Direct Inward Dial (DID)	A call that goes directly to the desired telephone extension within the organization without the need for an operator or attendant
Dedicated Access Circuit (Circuit ID)	A dedicated connection between a State of Maryland PBX and the Contractors' facilities that is used solely to transmit toll free traffic at a reduced rate. A Dedicated Access Circuit connects to a PBX and terminates calls by out-pulsing the extension number on which the toll free number terminates.
Department of Information Technology ("the agency")	The unit of the Executive Branch of Maryland State government issuing the RFP
DoIT	Department of Information Technology
eMM	eMaryland Marketplace
FCC	Federal Communications Commission
Firm Fixed-Price	Pricing option which places responsibility on the Contractor for the delivery of any hardware and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment
Letter of Authorization	A document issued by the manufacturer or distributor authorizing the Offeror / Contractor to sell and/or provide services for the manufacturer's product line
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03

Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
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 / RFP. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
Offeror	An entity that submits a proposal in response to this RFP
POC	The State's designated Point of Contact
Procurement Officer	The State representative designated in Section 1.5, who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract. The Agency may change the Procurement Officer at any time by written notice to the Contractor.
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
PSTN	Public Switched Telephone Network
Purchase Order (PO)	Once signed by the State, a binding agreement between the State and the Contractor for items or services identified at the specified price
PSC	Public Service Commission
Request for Proposals (RFP)	This Request for Proposals issued by the Department of Information Technology, Solicitation Number 060B4400012 dated August 12, 2014 including any amendments / addenda thereto
Requesting/Billed Agency	Any State executive branch unit under the resulting Contract with the State that has ordered services or whose name appears on an invoice. Members of this group are primarily telecommunications coordinators and/or accounts payable personnel.
Service Request	A request for addition, modification, or cancellation of a local telecommunication service
SIP Trunks	Session Initiated Protocol trunking. A SIP trunk uses the

	data network to transmit voice traffic over the IP network.
State	The State of Maryland
Surcharges	A surcharge the Offeror plans to charge the State for the services requested in the scope of work and included in the Financial Proposals. A Surcharge shall only be billed if explicitly priced in the Contract. A fee is a type of surcharge.
Taxes	A tax the Offeror plans to charge the State for the services requested in the scope of work and included in the Financial Proposals. A tax shall only be billed if explicitly priced in the Contract.
Telecommunications Coordinator (TC)	Designated staff that coordinate and facilitate telecommunication activity including projects and orders on behalf of a Requesting/Billed Agency. The TC places orders directly with the Contractor, after receipt of DoIT approval in a process external to this RFP. Not all entities have TCs.
Total Proposal Price	The Offeror's total proposed price for services proposed in response to this solicitation, included in the Financial Proposal with Attachment F – Price Sheet, and used in the financial evaluation of proposals (see RFP Section 5.3).
Trunk Lines	Voice-grade communication channel(s) that can be used to place and receive calls. Trunks are provided to connect user-provided private branch exchanges (PBX) or Hybrid Key Systems to the public switched telecommunications network. Trunks can be provisioned as either analog, digital, or SIP. A PRI/T1 line is defined as a digital trunk.
Veteran-owned Small Business Enterprise (VSBE)	a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Working Day(s)	Same as “Business Day(s).”

### 1.3 Contract Type

The Contract that results from this RFP shall be a Fixed-Unit Price, Indefinite Quantity Contract as defined in COMAR 21.06.03.02 and 21.06.03.06.

### 1.4 Contract Duration

1.4.1 The Contract resulting from this RFP shall start from the date that the contract is fully executed.

1.4.2 As of the Go-Live Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

1.4.3 The Contract resulting from this RFP shall be for a base period of five (5) initial years from NTP Go-Live Date.

The State, at its sole option, may renew the term of the Contract through two (2) additional one-year renewal periods for up to a total potential contract length of seven (7) years, plus one (1) additional transition period, on a month to month basis, not to exceed six (6) months.

1.4.4 The Contractor's obligations to pay invoices to subcontractors that provide services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## **1.5 Procurement Officer**

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

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

## **1.6 Contract Manager**

The DoIT Contract Manager for this contract is listed in the Key Information Summary Sheet.

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

## **1.7 Pre-proposal Conference**

1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

1.7.2 Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via e-mail to all companies known to have received a copy of this solicitation.

1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Agency will make reasonable efforts to provide such special accommodation.

**1.8 eMaryland Marketplace (eMM)**

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.
- 1.8.2 In order to receive a contract award, a vendor must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

**1.9 Questions**

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed to all companies who are known to have received a copy of the RFP.
- 1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

**1.10 Procurement Method**

This contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in Maryland Code of Regulations (COMAR) 21.05.03.

**1.11 Proposals Due (Closing) Date and Time**

- 1.11.1 Proposals, in the number and form set forth in Section 4.2 "Proposals," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 1.11.4 **Proposals delivered by e-mail or facsimile shall not be considered.**
- 1.11.5 Vendors not responding to this solicitation are requested to submit the "Notice to Offerors/Bidders/Contractors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

**1.12 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

**1.13 Economy of Preparation**

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

**1.14 Public Information Act Notice**

- 1.14.1 An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 4.4.3 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

**1.15 Award Basis**

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

**1.16 Oral Presentation**

- 1.16.1 Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.
- 1.16.2 Oral presentations typically occur approximately 4-6 weeks after the proposal due date.

**1.17 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

**1.18 Revisions to the RFP**

- 1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Agency shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Agency's procurement web page and through eMM. It

remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

- 1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

### **1.19 Cancellations**

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

### **1.20 Incurred Expenses**

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

### **1.21 Protest/Disputes**

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

### **1.22 Offeror Responsibilities**

- 1.22.1 The successful Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

- 1.22.3 Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

### 1.23 Substitution of Personnel

#### A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Manager.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

#### B. Definitions

For the purposes of this section, the following definitions apply:

**Extraordinary Personal Circumstance** – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

**Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

**Sudden** – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

#### C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request;
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
- The official resume of the current personnel for comparison purposes; and
- Any evidence of any required credentials.

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.)

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Manager as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, at the option and sole discretion of the Contract Manager, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

#### 4. Directed Personnel Replacement

a. The Contract Manager may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

### 1.24 Mandatory Contractual Terms

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

**1.25 Bid/Proposal Affidavit**

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

**1.26 Contract Affidavit**

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

**1.27 Compliance with Laws/Arrearages**

- 1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, the Offeror 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.

**1.28 Verification of Registration and Tax Payment**

- 1.28.1 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. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

**1.29 False Statements**

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 1.29.1 In connection with a procurement contract a person may not willfully:
- a. Falsify, conceal, or suppress a material fact by any scheme or device
  - b. Make a false or fraudulent statement or representation of a material fact
  - c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 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.

### 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The successful Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: [http://www.djs.state.md.us/bid\\_docs/cot-gad-x-10.pdf](http://www.djs.state.md.us/bid_docs/cot-gad-x-10.pdf).

### 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see Attachment A). Additional information is available on GOMA's website at:

[http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs\\_000.pdf](http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf).

### 1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Agency may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
    - a. the solicitation (e.g., the IFB/RFP)
    - b. any amendments
    - c. pre-Bid/Proposal conference documents
    - d. questions and responses
    - e. communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror
    - f. notices of award selection or non-selection
    - g. the Procurement Officer's decision on any Bid protest or Contract claim
  2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
    - a. ask questions regarding the solicitation
    - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
    - c. submit a "No Bid/Proposal Response" to the solicitation
  3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- a. submission of initial Bids or Proposals;
  - b. filing of Bid Protests;
  - c. filing of Contract Claims;
  - d. submission of documents determined by the Agency to require original signatures (e.g., Contract execution, Contract modifications); or
  - e. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

### **1.33 Minority Business Enterprise (MBE) Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

### 1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 1.34.3 The contract resulting from this solicitation has been deemed to be a **Tier 1** contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
  - If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
  - If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located.
- 1.34.4 Offeror shall provide an executed copy of Attachment G-1 with its proposal.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website  
<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

### 1.35 Federal Funding Acknowledgement

This Contract does not contain federal funds.

### 1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

### **1.37 Non-Disclosure Agreement**

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

### **1.38 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

### **1.39 Non-Visual Access**

1.39.1 By submitting a Bid/Proposal, the Bidder/Offeror warrants that the information technology offered under the Bid/Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder/Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, 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.

1.39.2 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.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

### **1.40 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

### **1.41 Veteran-Owned Small Business Enterprise Goals**

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

**1.42 Location of the Performance of Services Disclosure**

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as Attachment N. The Disclosure must be provided with the Bid/Proposal.

**1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

**1.44 Purchasing and Recycling Electronic Products**

This section does not apply to this solicitation.

**1.45 Investment Activity in Iran**

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit which includes a certification statement regarding Investment Activities in Iran. Section K of the Bid/Proposal Affidavit provides this certification. The Bid/Proposal Affidavit is included as Attachment B of this RFP.

**1.46 Contract Extended To Include Other Non-State Governments or Agencies**

County, municipal, other State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases:

- (1) shall constitute Contracts between the Contractor and that government, agency or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

**1.47 Pricing for Contract/Contract Modifications**

The rates for services will remain the same or lower through the base term of the contract and the two one (1) year renewal options. The Contractor may grant a concession to the State and lower the rates at any time during the Contract by submitting revised service rates to the State Contract Manager. Rates for any contract modification shall be same or lower than the rates provided in Contractor's tariff.

**1.47.1 Most Favored Customer:**

To provide ongoing competitive prices to users of this contract, the contractor shall ensure that the State shall receive favorable rates for all toll free numbers during the term of this contract. The rates set forth shall not exceed the contractor's commercial price list, its established tariff, or rates being provided to its largest service customers. If at any time this should occur, the contractor

shall immediately notify the contracting office and offer the lower prices for incorporation into this contract.

1.47.2 Price Reduction Modifications:

The contractor shall propose to the Procurement Officer all temporary or permanent price reductions, whether the price reduction occurs as a result of changes under Section 1.47.1 or otherwise. The proposal shall include all contract pricing tables, and the effective date(s) of the price reduction, even if the price reduction is retroactive to a date before the date of proposal to the Procurement Officer

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 2 MINIMUM QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

DoIT has established minimum qualifications, which must be met in order for a proposal to be considered reasonably susceptible for award. If DoIT determines a proposal does not meet any one of the minimum qualifications, DoIT will notify the Offeror accordingly. Minimum qualifications are as follows:

1. Offeror shall have received at least 75 million dollars in annual Toll-Free Services revenue for each of the last three (3) years. Offeror shall provide documentation supporting the fulfillment of this minimum qualification.
2. The equipment handling the toll-free traffic shall be located within the contiguous 48 states of the United States of America. Offeror shall provide documentation such as network diagrams supporting fulfillment of this minimum qualification.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

### 3 SCOPE OF WORK

#### 3.1 Background and Purpose

The Department of Information Technology (DoIT or “the Agency”) is issuing this Request for Proposals (RFP) to award one statewide contract to procure toll free and associated enhancement services. Toll Free Services include inbound, outbound and two-way capabilities and includes four toll free platform based services. The resulting Contract will provide the State with toll free services which shall be terminated via both Common Business Lines (CBLs) and Dedicated Access Circuits.

#### 3.2 Agency / Project Background

3.2.1 DoIT currently provides a statewide Toll Free Services contract for use by all State agencies. Each State agency is required to have at least one toll free number available for citizenry access. Agencies are required to maintain, but are not limited to, at least one toll free number.

#### 3.3 General Requirements

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

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A. The State of Maryland Information Technology Security Policy and Standards at:  
[www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;

3.3.2 Any personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.

##### 3.3.3 Personnel to be submitted in response to this RFP

The Contractor shall assign individual staff to perform the following functions. Staff performing the following functions are considered key personnel. Key personnel staffing shall be considered part of the Offeror’s price for the services provided under this RFP.

3.3.3.1 **Contract Administrator** - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to:

- a) Acts as liaison between the Contractor staff and the State on all contract, service order and repair related matters,
- b) Oversees orders received from the State ensuring that the requirements of the service order fulfillment process in Section 3.5 are met,
- c) Has the authority to commit the Contractor’s staff and provide any necessary remediation plans,
- d) Chairs a monthly service meeting between the Contractor and the State's Contract Manager.

- 3.3.3.2 **Transition Project Manager** – Serves as the single point of contact for the transition-in process, answering questions and resolving issues during the transition-in period (See section 3.3.4). Responsibilities of this function include, but are not limited to:
- a) Ensures only valid accounts are assigned to the resulting Contract,
  - b) Creates procedures to transfer valid accounts to the resulting Contract,
  - c) Renames all new and transitioned accounts to follow the naming convention defined in Section 3.3.4.4.a.
  - d) Oversees the creation of the inventory report during the transition period.
- 3.3.3.3 **Billing Administrator** – Serves as the single point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to:
- a) Promptly answers billing questions, researching and correcting billing issues and problems,
  - b) Ensures all valid accounts are associated with the Contract, and that all accounts associated with the Contract are valid State accounts,
  - c) Maintains the naming convention for all State of Maryland accounts,
  - d) Provides knowledge and expertise regarding any billing question,
  - e) Provides inventory report after transition period complete,
  - f) Provides capability to perform audit of services (see Section 3.3.17).
- 3.3.3.4 **Service Manager** – Serves as the single point of contact and first point of escalation for the State during major, chronic and critical outages. Service Manager also serves as a technical resource to the State.

### 3.3.4 Transition-In Requirements

- 3.3.4.1 The Contractor shall provide a project manager who shall create a transition-in (at the beginning of the contract) and transition-out (at the end of the contract) plan for all toll free numbers. The project manager shall be assigned to the project until the transition has been completed.
- 3.3.4.2 The transition-in shall take no longer than 270 days after notice to proceed (NTP).
- 3.3.4.3 The transition-in shall be complete when all items identified in Section 3.3.4 have been accepted by the Contract Manager as being successfully completed.
- 3.3.4.4 It is the Contractor's responsibility to ensure that at the end of the transition-in period, all accounts transitioned or active under the resulting Contract shall:
- a) Have an account name in the format of SOMD XXX "Identifier" where:
    - 1. SOMD is the first word of the name
    - 2. XXX is an agency acronym that is approved by the Contract Manager
    - 3. The "Identifier" is defined by the Requesting/Billed Agency, with a minimum of 25 characters
    - 4. The acronym SOMD may only be used for the accounts under this (and any other as deemed appropriate by the DoIT contract manager) resulting contract.

- b) Display a correct mailing address as submitted by the State
- c) Consolidate any accounts as requested by the State at no additional charge to the State
- d) All web portal logins have the appropriate access permissions assigned to the web logins for both the Requesting/Billed Agency and all DoIT voice services personnel.
- e) All State accounts are included in the inventory report (See Section 3.9.4).

3.3.4.5 The process for State agencies to validate ownership of toll free numbers, and the process to correct accounts according to the requirements described in Section 3.3.15 and Section 3.3.16 are documented and are in place.

### 3.3.5 Transition-Out Requirements

The Contractor shall provide a project manager to support a smooth transition-out period at the end of the Contract. The services to be provided are:

3.3.5.1 Providing inventory reports on demand during the transition period

3.3.5.2 Clarifying whether toll free number and/or circuits are on a state-owned account

3.3.5.3 Attend transition meetings as requested and act as the Contractor's liaison to the transition project.

3.3.6 The Contractor shall notify the Contract Manager two (2) calendar weeks in advance by confirmed e-mail, telephone or fax of any planned service outages that may affect the State's services provided, or describe alternate plans.

3.3.7 If a Contractor is no longer able to provide the required contractual services, the Contractor must port all such services to a chosen replacement contractor within 45 calendar days while maintaining services to the State. The Contractor will not charge the State for this service.

3.3.8 The Contractor is required to meet monthly with the Contract Manager or designee. Meetings are normally face-to-face and are held in Annapolis, Maryland, but may also utilize audio or web conferencing at the discretion of the Contract Manager.

3.3.9 The Contractor shall maintain updated detailed testing procedures for new services and/or changes to service. These procedures will include a process for the Contractor to obtain testing approval from State agencies that will be utilizing the new services or will be affected by changes to their existing service.

3.3.10 The Contractor shall maintain processes and procedures for restoring service for situations where a reported service interruption cannot be resolved within eight (8) hours and for services that cannot be restored within 24 hours. Service transfer capabilities and the lag time to implement must be described for both types of service outage scenarios.

3.3.11 The Contractor shall maintain a detailed plan explaining the steps necessary to change from one provider to another. The plan must include the processes for transitioning services from the current State of Maryland Toll Free Services Contractor at the issuance of a notice-to-proceed for the new Contract. It must also include the process to transfer services to the new provider prior to the termination of the contract period.

3.3.12 All services shall be provided on a 24x7x365 basis.

### 3.3.13 Subcontractors

3.3.13.1 The Contractor shall identify all subcontractors and shall include a complete description of their roles. The Contractor shall strive to maintain the subcontractors as originally proposed to the State. Any changes or additions by the Contractor of its subcontractors shall be pre-approved by the Contract Manager.

3.3.13.2 The Contractor shall be responsible for all work performed by its Subcontractor(s).

3.3.14 The Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the Agency or cause any unauthorized disruptions to existing telecommunications services. Therefore, the Contractor shall schedule on-site work through State-designated site contacts.

### 3.3.15 Process to Validate State Toll free Numbers and Circuit IDs

3.3.15.1 The Contractor shall document a methodology to be used for the length of the Contract that allows State agencies to determine if a toll free number and/or Circuit ID is associated with an account that is part of the resulting Contract.

3.3.15.2 The methodology shall accept both electronic inquiries and telephone inquiries.

3.3.15.3 A response to an inquiry shall be provided no later than three (3) business days. The response shall identify the toll free number and/or Circuit ID in question plus a statement identifying whether the toll free number is or is not on a State account. If the number is on a State account, the account number shall be provided with the response.

3.3.15.4 The Contractor shall notify the State's Contract Manager if the requested toll free number and/or Circuit ID is on a state-owned account but does not show up in either: the web portal listing of State's accounts or the inventory report (see Section 3.9.4).

3.3.16 The Contractor shall provide a mechanism to correct ownership for toll free numbers and/or Circuit IDs assigned to any account under the State contract. The authorization for initiating changes shall be consistent with the access permissions as described in Section 3.3.19 Account Access. The correction shall be completed within thirty (30) days, shall be included in the first inventory report after the correction is completed (see Section 3.9.4), and shall be displayed on the web portal listing the State's accounts.

3.3.17 The Contractor shall provide a mechanism to perform an audit of services that appear on an invoice. When requested, this audit of services shall be performed at no additional charge, shall be completed within thirty (30) days of request, and shall indicate any services billed on the invoice that have not been used within the last ninety (90) days.

### 3.3.18 Invoicing Requirements

The Contractor shall comply with invoice labeling and invoicing increment requirements as defined in Section 3.11 Invoicing.

### 3.3.19 Account Access

**3.3.19.1 Account information shall be available to both DoIT and the Requesting/Billed Agency for each account created or transitioned under the resulting Contract.**

Information shall be available via the Contractor's customer service agents, account team and a web portal.

**3.3.19.2 As the issuing Agency for the Contract, DoIT shall have full access for all accounts created and/or transitioned under the resulting Contract in addition to the Requesting/Billed Agency that manages each individual account.**

3.3.19.3 The Contractor shall provide account access to the appropriate Requesting/Billed Agency personnel for each account under the Contract.

3.3.19.4 DoIT shall have the ability to access account information from any account under the resulting Contract.

3.3.19.5 The Contractor shall enforce appropriate account access and permissions such that only authorized personnel may modify or view account-level information associated with that account.

3.3.19.6 Account access for DoIT and the Requesting/Billed Agency shall include the ability to:

- a) Order, cancel, modify or obtain status on a service order (e.g., "change order"). See also Section 3.5.
- b) Open, cancel, modify or obtain status on a repair (e.g., "trouble ticket"). See also Section 3.7.
- c) View and update account billing information.
- d) View and update an account with which a phone number is associated.

3.3.19.7 Information and/or access for DoIT and the Requesting/Billed Agency to accounts and individual telephone numbers shall be possible by any mechanism available, including, but not limited to: telephone requests, email requests, web access (including web portals), and account reports.

3.3.19.8 The Contractor shall provide web-enabled billing management / account management tools.

### 3.3.20 Service Requirements

3.3.20.1 The Contractor shall provide toll free telecommunications service offerings to the State that shall include inbound toll free services.

The full scope of services requested under this RFP is identified in Attachment F – Price Proposal Form.

3.3.20.2 The Contractor shall adhere to all applicable ratified industry standards (e.g., Bellcore, American National Standards Institute (ANSI), FCC, and Electronic Industries Association (EIA)/Telecommunications Industries Association (TIA)) for all services provided. The exception to these requirements is if a service-specific standard is explicitly specified in the service description.

Compliance with the latest versions of standards is required throughout the duration of the Contract.

A schedule will be established by the State to implement new standards or changes to existing ones. New implementations and/or changes to maintain conformance with Contractor imposed standards shall be made at no additional cost to the State.

- 3.3.20.3 The Contractor shall be responsible for all aspects of service quality, reliability, interconnectivity, and interoperability of services up to the points of interface. For CBLs, it is the Contractor's responsibility to ensure that the call is handed off to the appropriate local carrier as determined by the terminating number. For dedicated access circuits, is the Contractor's responsibility to ensure that the call is handed off to the appropriate Customer Premises Equipment (CPE). The contractor shall be required to initiate (and track to completion) service tickets to all entities involved in the transport of the call, until it reaches the CPE.
- 3.3.20.4 The Contractor shall have a plan for ensuring full interoperability among networks, services, and features. Partial interoperability is unacceptable. The service Contractor's capabilities shall include, but are not limited to, interoperation with the Public Switched Telephone Network (PSTN) and any other network or system that is interoperable with the PSTN.
- 3.3.20.5 The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call or call-attempt cannot be completed. At a minimum, such announcements shall be provided for the following conditions: number disconnected, incorrect number of digits dialed, time-out during dialing, network congestion.

### 3.3.21 Technical Requirements

At a minimum the following toll free service offerings shall be made to the State:

- 3.3.21.1 The Contractor shall provide basic Toll Free Services via CBLs and Circuit IDs.
- 3.3.21.2 The Contractor shall provide service announcements, such as but not limited to, disconnect of service, out of service and referral of calls, office closings due to weather, office hours.
- 3.3.21.3 The Contractor shall provide the following toll free features:
- a) Dialed Number Identification Service (DNIS) – Route two or more toll free numbers to a multi-line customer service group and receive a one (1) to two (2) digit code to identify toll free number called.
  - b) Automatic Number Identification (ANI) – Provides the toll free caller's phone number.
  - c) Command Routing - Routes calls differently on command at any time the business requires it.
  - d) Payphone Blocking - Blocks toll free calls from public payphones.
  - e) Area Code Block – Block toll free calls from customer identified area codes.
  - f) Area Code and Exchange Block – Block toll free calls from customer identified area codes and local exchanges.

- g) Toll Free Directory – Availability of being listed in National Toll Free Directory Assistance database.
- h) Switched Overflow – toll free calls to busy dedicated line are routed to an alternate switched billed number.
- i) Dedicated Overflow – toll free calls to a busy dedicated line are routed to another location and dedicated line.
- j) Enhanced Call Routing – Route toll free calls to different location by:
  - (1) Time of day
  - (2) Day of week
  - (3) Day of year
  - (4) Originating area code local exchange
  - (5) Percentage basis

### 3.4 Security Requirements

3.4.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy.

#### 3.4.2 Security of Contractor's Infrastructure

3.4.2.1 Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State.

3.4.2.2 The Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the delegate of the Contract Manager.

### 3.5 Service Order Fulfillment

3.5.1 Any service not designated on the Financial Proposal shall not be provided to any Requesting/Billed Agency without a modification to the Contract. See also Section 3.6 Procedure for Adding a Service Offering, Tax or Surcharge.

#### 3.5.2 Service Ordering/Cancellation Process

The Contractor shall have a service order procedure consisting of:

##### 3.5.2.1 Service Order Submission

- a) At least one (1) email address to place a service order, cancel a service order, and request service order status.
- b) Every email address provided shall be dedicated to State of Maryland accounts, and shall only be answered by departments that can service State of Maryland accounts.
- c) A web-enabled capability to place a service order, cancel a service order, and request service order status.

- d) A service order number shall be provided at the time of request.
- e) The Contractor shall only process service orders demonstrating DoIT approval and which fall under the scope of this Contract. DoIT approval is determined by the Contractor verifying a Purchase Order (PO) has been issued with the following information visible on the PO: PO number, Contract number 060B4400012, and a proper signature of the Contract Manager.
- f) Within three (3) business days of service order submission, the Contractor shall confirm to the original requestor via email the date of request, description of the service, service order number, estimated delivery date, toll free number, circuit ID, and related information.

#### 3.5.2.2 Service Order Tracking

- a) The Contractor shall provide a web-enabled service order tracking system with the capability to obtain service order status.
- b) That tracking system shall provide a detailed record of changes identifying:
  - a. the date the order is scheduled to be completed
  - b. the steps of the order that have been completed,
  - c. the date each step was completed
  - d. the Contractor employee that completed each step
  - e. the date the order was completed.
- c) The original requestor shall be provided email status updates and an emailed order completion notification.

3.5.2.3 Billing charges for disconnect orders shall be stopped no more than fifteen (15) calendar days from the date the order is sent by the State.

### 3.6 Procedure for Adding a Service Offering, Tax or Surcharge

- 3.6.1 Should new service offerings become available during the life of the Contract, the Contractor may propose new service offerings.
- 3.6.2 New Toll Free Service Offerings throughout the life of this Contract can be effected only by contract modification approved by DoIT.
- 3.6.3 A contract modification shall be required prior to Contractor billing new taxes or surcharges.**

### 3.7 Service Center and Trouble Reporting Capabilities

#### 3.7.1 Contractor Service Center Capabilities

The Contractor shall have Service Centers with remote maintenance capability, staffing, and security. The State reserves the right to inspect the Contractor's Service Center(s) prior to award.

- a) The Contractor shall provide a 24-hour staffed service center.
- b) The Contractor shall provide a dedicated Service Manager (see Section 3.3.3.4).

- c) The Contractor shall provide service telephone numbers to the State that are answered by departments servicing State of Maryland accounts.
- d) At least one telephone number shall be provided to allow the State to cancel a service order and request service order status.

### 3.7.2 Repairs/Trouble Tickets

The Contractor shall provide a documented procedure for standard trouble reporting and escalation of all trouble tickets to the Service Manager, to include the following minimum capabilities:

- a) A problem shall be able to be reported via any of: the telephone, the web, or email.
- b) The trouble reporting procedures shall describe the process and information needed to complete a trouble ticket by any of the supported problem reporting mechanisms.
- c) Trouble reporting procedures shall indicate the repair telephone number(s), web addresses, and/or email accounts to be used for each type of service.
- d) Telephone numbers provided to the State of Maryland shall only be answered by departments that can service the State of Maryland accounts.
- e) The trouble reporting procedures shall include procedures for how to escalate an outage for an immediate response (i.e., emergency call).
- f) The Contractor procedures shall keep the original ticket open until customer validates issue has been resolved.
- g) The current procedure shall be made available online to all Telecommunications Coordinators (TCs).
- h) All TCs shall be notified of updates to trouble reporting and trouble ticket escalation procedures.
- i) Each trouble ticket shall track data to support the following:
  - a. Time between problem reported and commencement of resolution actions
  - b. Time between problem reported and service restoration
  - c. Time of problem escalation
  - d. Time between escalation and commencement of resolution actions
  - e. Time between escalation and service restoration

### 3.7.3 Trouble Ticket tracking

- a) The Contractor shall provide the capability for the State to obtain trouble ticket status via a web-enabled mechanism.
- b) A detailed record of changes shall be provided for each trouble ticket starting from the original trouble ticket request to final resolution.
- c) The original requestor shall be provided email status updates and an emailed resolution notification.

### 3.8 Offeror Requirements

#### 3.8.1 Problem Reporting and Coordination Procedures:

The Offeror shall submit its written procedures for reporting problems or suspected problems for the services required in this RFP. The Offeror shall submit its written coordination procedures for equipment repair services in this RFP.

#### 3.8.2 The Process for Resolving Billing Errors

The Offeror shall submit a copy of its process for resolving billing errors.

#### 3.8.3 Invoicing Procedures and Samples

The Offeror shall submit a description of its invoicing procedures and sample invoices as part of its proposal.

#### 3.8.4 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance showing the types identified in Section 3.10.

### 3.9 Reports and Meetings

#### 3.9.1 **Status/Service Meetings:** The Contractor shall hold a monthly meeting with the State as scheduled by the Contract Manager.

For each scheduled meeting, the Contractor shall submit an electronic status report, itemizing all relevant transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues with a proposed solution requiring the attention of the Contract Manager or DoIT management. Attendees for these monthly meetings shall include but not be limited to Contractor Contract Administrator, Contractor Transition Project Manager, Contractor Billing Administrator, Contractor Service Manager, and Contract Manager and any designees.

#### 3.9.2 **Call Detail Report:** The Contractor shall submit by the 15<sup>th</sup> business day of each month, a call detail report to the Contract Manager, which shall include the following for each call:

- Toll Free Number
- Originating number
- Date and time
- Duration of call (minutes)
- Charge per call
- Subtotal by Toll Free Number

#### 3.9.3 The Contractor shall provide a quarterly inventory of all toll free numbers (quarters shall end March, June, September and December). The inventory shall be forwarded electronically to the Contact Manager no later than fifteen (15) business days after the end of the quarter. The inventory shall include the assigned toll free number; the type of service; the account number; Requesting/ Billed agency name and agency contact.

3.9.4 **Inventory Reports:** The Contractor shall produce an inventory report for each active account billed under the resulting Contract. During the transition period, the inventory report shall be produced monthly. After transition-in is complete, the report shall be produced at a minimum of once every three (3) months. The report shall include the following information:

- The account number
- The billing name (corresponding to naming convention in Section 3.3.4.4)
- The billing address
- The toll free number(s) and/or Circuit ID(s) on that account
- Termination type (CBL or Circuit ID)
- Terminating number (for CBL) or trunk group and extension (for Circuit ID)

The report shall be available in Excel format (Excel 2007 or greater).

The Contract Manager shall be notified via email when a new inventory report is available.

The recipients of the inventory report shall be DoIT and any State entity acting as a “Requesting/Billed Agency” authorized by the Contract Manager

The scope of each inventory report shall be consistent with the recipient’s access permissions as described in Section 3.3.19 Account Access.

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

- For Each Account:
  - The account name (corresponding to naming convention in Section 3.3.4.4)
  - The account number
  - The total minutes for each call type (e.g., local, local toll)
  - The total usage cost for each call type
  - The list of services on each account (e.g., bus lines, PRI, DID blocks)
  - The total quantity and cost for each service type
  - The total installation cost per account
- For the Report Totals
  - The total usage cost of all State accounts by call type
  - The total of all service charges
  - The total installation charges
  - The total cost for each account
  - The total number of usage minutes by call type

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

### 3.9.6 Additional Reports

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

- 3.9.6.2 Additional reports shall be available via the web portal.
- 3.9.6.3 Access to additional reports shall be consistent with the recipient's access permissions as described in Section 3.3.19 Account Access.

### **3.10 Insurance Requirements**

#### 3.10.1 General Liability

The Contractor shall maintain Commercial General Liability Insurance with 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, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

#### 3.10.2 Errors and Omissions/Professional Liability

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

#### 3.10.3 Automobile and/or Commercial Truck Insurance

The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

#### 3.10.4 Employee Theft Insurance

The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

#### 3.10.5 Certificates of Insurance

Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- b. Commercial General Liability
- c. Errors and Omissions/Professional Liability
- d. Automobile and/or Commercial Truck Insurance
- e. Employee Theft Insurance as required

#### 3.10.6 State Inclusion on Insurance

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract

Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

### 3.10.7 Subcontractor Insurance

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

### 3.10.8 Notification of Insurance after Award

The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.10 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Offeror has been determined to be the apparent awardee.

## 3.11 Invoicing

3.11.1 Contractors shall submit invoicing procedure and samples with its proposal (See Section 4 Proposal Format).

3.11.2 Minimum invoice content

- Invoice Period
- Federal ID Number
- Contractor Contact Information
- Invoice number
- Amount due
- Adjustments
- Description of Services
- Purchase Order Number or Blanket Purchase Order Number

3.11.3 Billing for itemized calls shall:

- Be in six (6) second increments.
- Display the contracted rate and not a tariff rate with a summarized discount amount.

3.11.4 The Contractor shall clearly label the toll free number associated with each service billed on an invoice.

3.11.5 An invoice shall meet the account name labeling requirement stated in Section 3.3.4.4.

3.11.6 For discontinued services, the invoice shall meet requirements stated in Section 3.5.2.3.

3.11.7 If a billing error is identified that results in an increase to an invoice, the Contractor shall retroactively bill for the lesser of either the past due amount from the actual date the billing error started, or three (3) months of the discrepancy amount.

- 3.11.8 If a billing error is identified that results in a decrease to an invoice, the Contractor shall credit all overcharges from the original date the billing error was made until the error has been corrected.
- 3.11.9 If a billing error has been identified, the Contractor shall, at the Contract Manager's Request, check all State accounts from the resulting Contract, to ensure the billing error has not impacted multiple State accounts. If the billing error does impact multiple accounts, each account shall have the appropriate credits/debits applied.

### **3.12 Individual Case Basis (ICB) Contract**

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

### **3.13 MBE Reports**

The MBE Goal (see Section 1.33) for this solicitation is 0%.

### **3.14 VSBE Reports**

This solicitation contains a VSBE goal of 0%.

### **3.15 SOC 2 Type II Audit Report**

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 4 PROPOSAL FORMAT

### 4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

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

### 4.2 Volume I – Technical Proposal

#### 4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (ex. "Section 3.2.1 Response"). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

##### 4.2.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

##### 4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

##### 4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;

- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and
- Acknowledgement of all addenda to this RFP.

#### 4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

The Offeror shall document all assumptions and exceptions. If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

#### 4.2.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

#### 4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- A. The Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- B. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.

#### 4.2.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

#### 4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services, particularly with providing Toll Free Services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. The number of years the Offeror has provided the similar services;
- B. The number of clients/customers and geographic locations that the Offeror currently serves;
  - i. Technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of services;
  - ii. The number of clients and geographic locations the Offeror currently serves; and,
  - iii. Implementation of similar services.
- C. The names and titles of the key personnel directly involved with supervising the services rendered under this Contract. Offerors who present key personnel will be ranked higher if the key personnel are employees of the Offeror
- D. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- E. The Offeror's process for resolving billing errors; and
- F. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror. The Offeror shall provide an Organizational Chart outlining all major component units, which components will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

#### 4.2.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

- C. Value, type, duration, and description of services provided.
- D. The services provided, scope of the Contract, objectives satisfied

The Agency reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance. Each reference must be able to confirm the services provided by the Offeror and Offeror's ability to manage services of comparable size and complexity.

#### 4.2.2.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- A. The State contracting entity;
- B. A brief description of the services/goods provided;
- C. The dollar value of the contract;
- D. The term of the contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

#### 4.2.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- A. Dunn and Bradstreet Rating;
- B. Standard and Poor's Rating;
- C. Lines of credit;
- D. Evidence of a successful financial track record; and
- E. Evidence of adequate working capital.

#### 4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.11. *See Section 3.11.8 for the required insurance certificate submission for the apparent Awardee.*

#### 4.2.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.2.2.6 and 4.2.2.7 for additional Offeror requirements related to subcontractors.

#### 4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### 4.2.3 Additional Required Technical Submissions (Submit under TAB N)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- C. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- D. Completed Location of the Performance of Services Disclosure (Attachment N).
- E. Additional evidence and documents requested in Section 3.8.

### 4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. **Offerors must prepare pricing for all toll free numbers.** Offerors may not insert additional entries in the Financial Proposals. See instructions in Attachment F.

The State is exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor(s), however, is not exempt from such sales and use taxes and may be liable for the same.

#### 4.4 Proposals

- 4.4.1 Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:
- The RFP title and number,
  - Name and address of the Offeror, and
  - Closing date and time for receipt of Proposals
- 4.4.2 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. An electronic version of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original Financial Proposal. **Provide no pricing information on the media submitted in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).
- 4.4.4 Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.4.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

#### 4.5 Proposal Delivery

- 4.5.1 Offerors may either mail or hand-deliver proposals.
- For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Agency recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Agency. An Offeror 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.
  - Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

- 4.5.2 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.
- 4.5.3 The Procurement Officer must receive both files by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 5 EVALUATION CRITERIA AND PROCEDURE

### 5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Agency reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

### 5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.2.2.6)

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 5.2.2 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.2.2.8 – 4.2.2.14)

#### 5.2.3 Experience and Qualifications of Proposed Staff (See RFP § 4.2.2.7)

### 5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Price Sheet.

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 5.5 Selection Procedures

### 5.5.1 General

- 5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- 5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.
- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

### 5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

## **5.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- A. Contract (Attachment A),
- B. Contract Affidavit (Attachment C),
- C. Evidence of meeting insurance certificate requirements (See Section 3.11.8)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## **RFP ATTACHMENTS**

### **ATTACHMENT A – Contract**

This is the sample contract used by the Agency. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal 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 (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT D – Minority Business Enterprise Forms**

Not applicable to this RFP.

### **ATTACHMENT E – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT F – Financial Proposal Instructions and Price Sheet**

The Price Sheet must be completed and submitted with the Financial Proposal.

### **ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

### **ATTACHMENT H – Federal Funds Attachment**

Not applicable to this RFP.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT J – Non-Disclosure Agreement**

Not applicable to this RFP.

### **ATTACHMENT K – HIPAA Business Associate Agreement**

Not applicable to this RFP.

**ATTACHMENT L – Mercury Affidavit**

Not applicable to this RFP.

**ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms**

Not applicable to this RFP.

**ATTACHMENT N – Location of the Performance of Services Disclosure**

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

Not applicable to this RFP.

**ATTACHMENT P – Non-Disclosure Agreement (Offeror)**

Not applicable to this RFP.

**ATTACHMENT Q – Labor Classification Personnel Resume Summary**

Not applicable to this RFP.

**ATTACHMENT A - CONTRACT**

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the (Department of Information Technology).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contract Manager” means the Agency employee identified in Section 1.6 of the RFP as the Contract Manager.

1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).

1.4 “Agency” means the Department of Information Technology.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).

1.6 “Procurement Officer” means the Agency employee identified in Section 1.5 of the RFP as the Procurement Officer.

1.7 “RFP” means the Request for Proposals for Toll Free Services Solicitation # 060B4400012, and any addenda thereto issued in writing by the State.

1.8 “State” means the State of Maryland.

1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

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

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Contractor’s Technical Proposal

Exhibit D – The Contractor’s Financial Proposal

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. 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. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### 3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is fully executed. The Contractor shall provide services under this Contract as of the Go-Live date of March 1, 2015. From this Go-Live date, the Contract shall continue for a period of five (5) initial years ending February 29, 2020.

3.2 Further, at the sole discretion of the Agency, this Contract may be extended for two (2) periods of one year each and, on a month-to-month basis, one (1) optional transition period not to exceed six (6) months and at the prices quoted in the Financial Proposal for option years.

3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### 4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Agency shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Price Sheet (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ <<Not-to-Exceed amount>>.

Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the Agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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 Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

## 5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the 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, works created as a deliverable under this Contract, 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 as a deliverable under this Contract are not works made for hire for the State, 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 Contract Manager, 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, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including

software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

## 7. Patents, Copyrights, and Intellectual Property

7.1 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.

7.2 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 attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) 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 7.3 below.

7.3 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.

## 8. Confidentiality

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, 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 that 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.

8.2 This Section 8 shall survive expiration or termination of this Contract.

## 9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or 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 recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the

Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

## 10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 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 performance under this Contract.

10.4 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 performance under this Contract.

10.5 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.

10.6 This Section 10 shall survive termination of this Contract.

## 11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, 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.

## 12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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.

### 13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

### 14. 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 individual 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.

### 15. 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, 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 this Contract.

### 16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of 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 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.

### 17. 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 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.

#### 18. 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; provided, 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 21.07.01.12A(2).

#### 19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, 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.

#### 20. Suspension of Work

The State 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.

#### 21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, 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.

#### 22. Financial Disclosure

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

### 23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more after January 1, 2015, 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: (a) 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 (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

### 24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder 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 designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

### 25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

25.2 It is not in arrears with respect to the payment of any monies due and owing the State, 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;

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

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

### 26. 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/Proposal.

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/Proposal, was inaccurate, incomplete, or not current.

### 27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## 28. Liability

28.1 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 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

## 29. Parent Company Guarantee (If Applicable)

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

## 30. Commercial Nondiscrimination

30.1 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 at Md. Code Ann., State Finance and Procurement Article, Title 19. 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.

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

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (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 at Md. Code Ann., State Finance and Procurement Article, Title 19, 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.

### 31. Prompt Pay Requirements

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

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Agency, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

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

- b. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Agency.

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

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

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;
  - ii. Inspecting the jobsite; and
  - iii. Interviewing subcontractors and workers.
  - iv. Verification shall include a review of:
    - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
    - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Agency determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Contract Manager and Procurement Officer

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

33. 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  
45 Calvert Street, Room 445A  
Annapolis, MD 21401

If to the Contractor: \_\_\_\_\_

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

34. Living Wage

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

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

CONTRACTOR

STATE OF MARYLAND

DoIT

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

\_\_\_\_\_  
By: Isabel FitzGerald

\_\_\_\_\_  
Date

Or designee:  
\_\_\_\_\_  
\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT****A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror 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/Offeror 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/Offeror 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/Offeror 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/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/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/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/Proposal

submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

#### B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror 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/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/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/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

---



---

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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

G. SUBCONTRACT 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/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

**M. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/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)

<b>ATTACHMENT C - CONTRACT AFFIDAVIT</b>
--

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**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/Proposal, 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:
    - The dangers of drug and alcohol abuse in the workplace;
    - The business's policy of maintaining a drug and alcohol free workplace;
    - Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - 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:

Abide by the terms of the statement; and

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:

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

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:

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 \_\_\_\_\_, 201\_\_\_\_, 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 - MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM & DIRECTIONS**

Solicitation Number 060B4400012

Toll Free Services

A Pre-proposal conference will be held at 10:00 a.m. on September 4, 2014 at 45 Calvert Street, Annapolis, MD 21401, Room 164A/B. Please return this form by August 26, 2014 advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail:

Dale Eutsler

DoIT

45 Calvert Street, Annapolis MD 21401

E-mail: Dale.Eutsler@Maryland.gov

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

---

Signature	Title
-----------	-------

---

Name of Firm (please print)

PRE-PROPOSAL CONFERENCE DIRECTIONS

**From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

**From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

**From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

**Parking:**

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

**ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS**

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Sheet Instructions and a Price Sheet have been prepared. Offerors shall submit their Financial Proposal on the Price Sheet in accordance with the instructions on the Price Sheet and as specified herein. Do not alter the Price Sheet or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Price Sheet is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Sheet.

The Price Sheet is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Price Sheet:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

## Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

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

\_\_\_ Bidder/Offeror is a nonprofit organization

\_\_\_ Bidder/Offeror is a public service company

\_\_\_ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

\_\_\_ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

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

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

\_\_\_ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

\_\_\_ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

\_\_\_ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Witness Name (Typed or Printed)

\_\_\_\_\_

Witness Signature

Date

**(submit with Bid/Proposal)**

**ATTACHMENT H - FEDERAL FUNDS ATTACHMENT**

This solicitation does not include a Federal Funds Attachment.

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

Reference COMAR 21.05.08.08

**(submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

**ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

This solicitation does not require a Non-Disclosure Agreement.

**ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

**ATTACHMENT L - MERCURY AFFIDAVIT**

This solicitation does not include the procurement of products known to likely include mercury as a component.

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

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. \_\_\_\_\_, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
  - \_\_\_ have plans
  - \_\_\_ have no plans

to perform any services required under the resulting Contract outside of the United States.

- 2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):
  - a. Location(s) services will be performed:

---



---



---

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

---



---



---



---



---

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

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

Bidder/Offeror Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Please be advised that the Agency may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

**ATTACHMENT O - DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

**ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)**

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

**ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

A Labor Classification Personnel Resume Summary is not required for this RFP.