

Request for Proposals (RFP)



Department of Information Technology (DoIT)

LOCAL TELECOMMUNICATIONS SERVICES

PROJECT NO. 060B3490013

ISSUE DATE: August 29, 2013

NOTICE

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

Minority Business Enterprises are encouraged to respond to this Solicitation

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STATE OF MARYLAND

NOTICE TO OFFERORS/CONTRACTORS

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

Title: Local Telecommunications Services

Project No: 060B3490013

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

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

Other: _____

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

REMARKS:

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____

KEY INFORMATION SUMMARY SHEET

RFP Title:	Local Telecommunications Services
RFP Number:	060B3490013
RFP Issue Date:	08/ 29/ 2013
Closing Date and Time:	09/ 26/ 2013 at 2:00 PM Local Time
RFP Requesting Agency:	DoIT
Send Questions:	Email only to Ed Bannat Edward.Bannat@maryland.gov
Questions Due Date and Time:	09/ 16/ 2013 at 5:00 PM Local Time
Procurement Officer:	Ed Bannat Office Phone Number: (410) 260-7662 Office Fax Number: (410) 974-3274 email: Edward.Bannat@maryland.gov
Contract Manager:	Alan J. Sabol DoIT Voice Services 45 Calvert St Annapolis, Maryland 21401 Phone Number: 410-260-7970 E-mail: alan.sabol@maryland.gov
Proposals are to be sent to:	Maryland DoIT 45 Calvert Street, Room 445 Annapolis, MD 21401 Attention: Ed Bannat
Type:	Indefinite Quantity Contract with Firm Fixed Prices
Contract Duration	Five years with two(2) one-year extensions
Period of Performance:	7 years
MBE Goal:	0%
Veteran's Preference	No
Small Business Reserve (SBR):	No
Pre-proposal Conference:	45 Calvert Street, Room 164A Annapolis, MD 21401 09/09/2013 at 2:30 PM Local Time See Attachment 8 for directions.

SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

DoIT is issuing this RFP to procure local access telecommunications services for the State of Maryland.

Maryland consists of four (4) Local Access Transport Areas (LATA):

- LATA236 Washington
- LATA238 Baltimore
- LATA240 Hagerstown
- LATA242 Salisbury

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.

The State has hundreds of locations where local access is required. Not all services are required at each location. Customer Premises Equipment includes Single Line Analog stations, 1A2 Key Systems, Electronic Key Systems, Small PBXs and Large PBXs.

This solicitation will result in a single award across all LATAs for local telecommunications services. The State will not accept multiple carriers under a single proposal.

Offerors may provide required services as a reseller or provide services directly from their facilities.

Offerors will not use the State's private network to provide any services listed within this RFP.

1.2 ABBREVIATIONS AND DEFINITIONS

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

Agency	The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP, as specified in Section 3A-302(b) of the State Finance and Procurement Article.
Business Line	A single, voice-grade communications channel that can be used to place or receive calls
Circuit ID	The unique identifier for a circuit.
COMAR	Code of Maryland Regulations, available on-line at www.dsd.state.md.us
Contract	The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment 2.
Contract Manager	The State representative who serves as the technical and contract manager for the resulting Contract. The Contract Manager monitors daily activities and monthly reports under the Contract and provides technical guidance to the Contractor.
Contractor	The selected Offeror that is awarded a Contract by the State.
Contractor's Contract Administrator	Person designated as the single point-of-contact in the Offeror's Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Contractor.
Demarc (demarcation point)	The point at which the public telephone network of the vendor ends and the private network of the State begins - this is usually where the cable physically enters a building.

DoIT	Maryland Department of Information Technology, the agency that has sole authority to approve a request to process orders under the resulting Contract. Approval is granted in a process external to the Contractor's service request process.
Direct Inward Dialing (DID)	The ability to dial inside a company directly without going through the attendant.
Direct Outward Dialing (DOD)	The ability to dial directly from an extension without having to go through an operator or attendant.
Directory Assistance	A service excluded from the scope of this RFP. Provides the ability to obtain assistance in determining telephone numbers within the local calling area by calling the directory assistance operator. This feature also provides the ability to access a directory assistance operator outside the local calling area.
Diverse Routing	Providing redundancy in a network resulting in protection from catastrophic failure. Several cables and/or fiber follow different routes to the central office from the customer premises.
Dual Homing	Providing redundancy in a network resulting in protection from catastrophic failure. Local loops serving the same customer terminate in different central offices.
Extended Demarc	When the vendor completes an installation beyond the Demarc within the customer's network at the customer's request. This includes only extending service over existing cable.
Foreign Exchange	A single, voice-grade communications channel that can be used to provide local telephone service from a central office that is outside the subscriber's exchange area. Example: Bel Air exchange to Baltimore City exchange
Fully Loaded Labor Rates	All-inclusive Labor Rates provided by the Offeror in Attachment 1 that contain all direct and indirect cost and profit for the Contractor.
Grade of Service (GOS)	The probability that a random call will be delayed, or receive a busy signal under a given traffic load.
Integrated Services Digital Network (ISDN)	End-to-end digital connectivity with access to voice and data services over the same digital transmission media.
Interoperability	For the purposes of this procurement, defined as the ability of each service contractor to effectively and efficiently transfer all information and control data within its own network, and between its network and those of other service providers, so that a given service operates transparently and without performance degradation.
IP Centrex	Internet Protocol telephony solution where Centrex-type service is offered to a customer who transmits its voice to the network as packetized streams across a broadband access facility.
LNP	Local Number Portability
Local Message Units	Fixed price per call in a local calling area.
Local Measured Service	Price per minute in the local calling area.
Local Toll Service	Price per minute in the toll area of the local calling area.
Local Time	Time in the Eastern Time Zone as observed by the State of Maryland.

Network-Based Business Line	Multiple individual voice-grade communication channels, each of which can be used to place calls. Network-based business lines are provided for connection of network –based compatible, State or Contractor provided, station sets to the public switched telecommunications network.
Network Voice Mail	Provides the ability for users to record, store, and retrieve voice messages from the Contractor’s facilities.
Offeror	An entity that submits a proposal in response to this RFP.
Operator Assistance	The ability to obtain assistance of local operator to complete local exchange telephone calls. This feature also provides the ability to access long distance operators.
Primary Rate Interface (PRI)	Designed for telephone switches, computer telephony and voice processing systems. A type of ISDN service that is 1,544,000 bits per second in North America and 2,048,000 bits per second in Europe. It is the ISDN equivalent of a T-1 circuit.
Procurement Officer	The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the resulting Contract.
Public Switched Telephone Network (PSTN)	Telephone system based on copper wires comprising public circuit-switched telephone networks
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.
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.
Request for Proposal (RFP)	This Request for Proposals for the Maryland DoIT, including any amendments.
Service Request	A request for addition, modification, or cancellation of a local telecommunication service.
SIP	Session Initiated Protocol
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.
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 or digital. A T1 line is defined as a digital trunk.

1.3 CONTRACT TYPE

The Contract resulting from this RFP shall be a Fixed-Unit Price, Indefinite Quantity Contract in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 CONTRACT DURATION

The Contract resulting from this RFP shall be for a period of five (5) initial years, with the State having the unilateral right to exercise renewal options for two (2) one (1)-year renewal terms, plus an additional transition period, on a month to month basis, not to exceed six (6) months. The Contract base term shall begin upon execution of the contract by DoIT and will expire five (5) years thereafter. If all options are exercised at the discretion of the State, the total Contract term will be seven (7) years plus the transition period of up to six (6) months.

1.5 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 CM. Rates for any contract modification shall be same or lower than the rates provided in Contractor's tariff.

1.5.1 Most Favored Customer:

1.5.2 To provide ongoing competitive prices to users of this contract, the contractor shall ensure that the State shall receive favorable rates in each LATA 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.

1.5.3 Price Reduction Modifications:

1.5.4 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 1.5.1 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

1.6 PERSONNEL ROLES AND RESPONSIBILITIES

- **Procurement Officer** – The Procurement Officer has the primary responsibility for managing the procurement process resulting in an issued RFP.
- **Contract Manager** - The Contract Manager for this procurement will be the State's assigned Project Manager. This resource will provide all management services for this RFP. The Contract Manager is responsible for overseeing all the work required under the Agency Agreement for this RFP and for approval of deliverables;
- **Contractor** - The Contractor awarded this RFP. The Contractor shall provide the necessary resources, personnel, and Subcontractors to perform the tasks and meet the RFP objectives.

- **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.

1.7 PROCUREMENT OFFICER

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

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

1.8 CONTRACT MANAGER

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

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

1.9 PRE-PROPOSAL CONFERENCE

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

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

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 email to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please email the Pre-Proposal Conference Response Form (Attachment 8) 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. DoIT will make reasonable efforts to provide such special accommodation.

1.10 USE OF eMARYLAND MARKETPLACE (eMM)

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

This means that all such information is immediately available to subscribers to eMM. Because of the instant access afforded by eMM, all Offerors interested in doing business with Maryland State agencies should subscribe to eMM. Furthermore, prior to award of any contract, the apparent awardee shall be registered on eMM. Registration is free. Register at: <https://emaryland.buyspeed.com/bs/> Click on "Registration" and follow the prompts.

1.11 QUESTIONS

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

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

1.12 PROPOSAL DUE (CLOSING DATE)

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

Proposals may not be submitted by email or facsimile.

1.13 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for the later of 180 days following the latter of (1) the closing date of proposals or Best and Final Offers (BAFO) (if requested), whichever is later or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.14 REVISIONS TO THE RFP

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

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

1.15 CANCELLATIONS/DISCUSSIONS

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

1.16 ORAL PRESENTATION

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

1.17 INCURRED EXPENSES

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

1.18 ECONOMY OF PREPARATION

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

1.19 PROTESTS/DISPUTES

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

1.20 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.21 ACCESS TO PUBLIC INFORMATION ACT NOTICE

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

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

1.22 OFFEROR RESPONSIBILITIES

Any selected Offeror shall be responsible for all products and services required by this RFP. Additional information regarding MBE Subcontractors is provided under paragraph 1.26 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment 2. 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.

1.24 PROPOSAL AFFIDAVIT

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment 3 of this RFP.

1.25 CONTRACT AFFIDAVIT

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

1.26 MINORITY BUSINESS ENTERPRISES (MBE)

A minority business enterprise subcontractor participation goal of 0% has been established for this solicitation.

1.27 VETERANS PREFERENCE

This RFP has a Veteran Small Business Enterprise (VSBE) goal of 0%.

1.28 ARREARAGES

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

1.29 PROCUREMENT METHOD

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

1.30 VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

1.31 FALSE STATEMENTS

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

(a) In connection with a procurement contract a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.32 VISUAL AND NON-VISUAL ACCESS

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

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

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

1.33 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this RFP.

1.34 PAYMENTS BY ELECTRONIC FUNDS TRANSFER

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

1.35 PROMPT PAY

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all Subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Contracts under

this RFP shall comply with the prompt payment requirements outlined in the Contract, §30 (see Attachment 2). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>.

1.36 LIVING WAGE REQUIREMENT

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment 10 - Living Wage Affidavit of Agreement). If the Applicant fails to submit and complete the Affidavit of Agreement, the Procurement Officer may determine an Applicant's proposal to be unacceptable.

Offerors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the required amount per hour as specified on the Department of Labor, Licensing and Regulation ("DLLR") website at <http://www.dllr.maryland.gov/>, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract values are performed in the Tier 2 Area, an Applicant shall pay each covered employee at least the required amount per hour as specified on the DLLR website. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 1 Contract.

1.37 CONFLICT OF INTEREST

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

Offerors shall provide software licensing and maintenance for State agencies, or component programs with those agencies and shall do so impartially and without any conflicts of interest. Offerors shall be required to complete a Conflict of Interest Affidavit with each proposal submitted in response to this RFP. A copy of this Affidavit is included as Attachment 6 of this RFP. If the Procurement Officer makes a determination before award of a Contract pursuant to a respective RFP that facts or circumstances exist that give rise to, or could in the future give rise to, a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a proposal under COMAR 21.06.02.03B.

1.38 CONTRACT EXTENDED FOR USERS NOT UNITS OF STATE GOVERNMENT

For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, other State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this

Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

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

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this RFP to procure local access telecommunications services for the State of Maryland. The resulting Contract will provide the State with local services to include: Business Lines, Foreign Exchange Lines, Analog and Digital Trunk Lines (DID/DOD), ISDN PRIs, SIP, Customer Interfaces, Network-Based Business Lines, DID number blocks, Diverse Routing and Dual Homing Capability, Switch Re-direct and Remote Call Forwarding Capability, IP Centrex Services, Network Voice Mail, and Operator Assistance.

2.2 ACCOUNT ACCESS

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

2.2.1.1 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.

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

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

2.2.2 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.

2.2.3 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 2.8.
- b) Open, cancel, modify or obtain status on a repair (e.g., “trouble ticket”). See also Section 2.9.
- c) View and update account billing information. See also Section 2.2.5.
- d) View and update an account with which a phone number is associated.

2.2.4 Information and/or access for DoIT and the Requesting/Billed Agency to accounts and individual phone 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.

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

2.3 SERVICE REQUIREMENTS

2.3.1 The Contractor shall provide local telecommunications service offerings to the State that shall include:

1. Business Lines
2. FX Lines
3. Analog and Digital Trunks (DID/DOD including individual trunks). DID blocks are for 20 numbers.
4. ISDN PRIs
5. SIP Trunking
6. Network Based Business Lines (i.e., Centrex services)
7. IP Centrex
8. Operator Assistance
9. Diverse Routing and Dual Homing Capability
10. Switch Re-direct and Remote Call Forwarding Capability
11. Network Voicemail
12. PIC and LPIC Change Charges

The full scope of services requested under this RFP is identified in Attachment 1 – Price Proposal Form.

- 2.3.2 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.

- 2.3.3 Performance. The Contractor shall be responsible for all aspects of service quality, reliability, interconnectivity, and interoperability of services up to the points of interface (Demarc). Performance parameters shall meet or exceed the following:

2.3.3.1 The grade of service (GOS) of blockage at any location shall not exceed 3 percent for access, 3 percent for egress, and 1 percent for transport. The GOS shall be determined using the State location's average monthly business day busy hour traffic data. The Preston Street Complex Location Group is just one example of a State's location which would require monthly statistics for GOS.

2.3.3.2 The availability of acquired services shall be at least 99.5 percent.

- 2.3.4 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 PSTN and any other network or system that is interoperable with the PSTN.

2.3.5 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, number reassigned, partial dial, incorrect number of digits dialed, time-out during dialing, network congestion, denial of access to features, and other related conditions.

2.4 GENERAL REQUIREMENTS

2.4.1 Subcontractors

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

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

2.4.2 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.

2.4.3 Process to Validate State Telephone Numbers and Circuit IDs

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

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

2.4.3.3 A response to an inquiry shall be provided no later than three (3) business days. The response shall identify the telephone number and/or circuit ID in question plus a statement identifying whether the telephone 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.

2.4.3.4 The Contractor shall notify the State's Contract Manager if the requested telephone number and/or circuit ID is on a state-owned account but does not show up in both: the State's web portal of accounts or the inventory report (see Section 2.13.2).

2.4.4 The Contractor shall provide a mechanism to correct ownership for telephone 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 2.2 Account Access. The correction shall be completed within 30 days, shall be included in the first inventory report after the correction is completed (see Section 2.13.2), and shall be displayed on the State's web portal of accounts.

2.4.5 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 30 days of request, and shall indicate any services billed on the invoice that have not been used within the last 90 days.

2.4.6 Out of Scope

Explicitly out of scope for this Contract are the following: Long Distance Services, Toll Free Services, Data Services, and Directory Assistance.

2.4.6.1 Directory Assistance shall be blocked on all accounts under the resulting State Contract.

2.4.7 Invoicing Requirements

The Contractor shall comply with invoice labeling and invoicing increment requirements as defined in Section 2.15 Invoicing.

2.4.8 Extended Demarc

The Contractor shall provide the ability for the Requesting/Billed Agency to request a Extended Demarc as part of installation services.

2.5 TRANSITION-IN AND TRANSITION-OUT

2.5.1 The Contractor shall provide a project manager who shall create a transition-in and transition-out plan for each LATA. The project manager shall be assigned to the project until the transition-in has been completed.

2.5.1.1 The transition-in shall take no longer than 270 days after notice to proceed (NTP).

2.5.1.2 The transition-in shall be complete when all items identified in Section 2.5.2 have been accepted by the Contract Manager as being successfully completed.

2.5.2 It is the Contractor's responsibility to ensure that at the end of the transition period, all accounts transitioned or active under the resulting Contract shall:

2.5.2.1 Have an account name in the format of SOMD XXX "Identifier" where:

- SOMD is the first word of the name
- XXX is an agency acronym that is approved by the Contract Manager
- The "Identifier" is defined by the Requesting/Billed Agency, with a minimum of 25 characters
- The acronym SOMD may only be used for the accounts under this resulting contract.

2.5.2.2 Display a corrected mailing address as submitted by the State,

2.5.2.3 Consolidate any accounts as requested by the State at no additional charge to the State,

2.5.2.4 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.

2.5.2.5 All State accounts are included in the inventory report (See Section 2.13.2).

2.5.3 The process for State agencies to validate ownership of telephone numbers, and the process to correct accounts according to the requirements described in Section 2.4.3 and Section 2.4.4 are documented and are in place.

2.5.4 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:

2.5.4.1 Providing inventory reports on demand during the transition period,

2.5.4.2 Clarifying whether telephone number and/or circuits are on a state-owned account,

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

2.6 SECURITY REQUIREMENTS

2.6.1 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 - keyword: Security Policy.

2.6.2 Security of Contractor's Infrastructure

2.6.2.1 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.

2.6.2.2 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.

2.6.3 Physical Security for designated high security facilities

2.6.3.1 Designated high security facilities include the following locations, facilities, or sites:

- Statehouse, Senate, House of Delegates
- Any State correctional facility
- Any Maryland State Police (MSP) facility

2.6.3.2 Security Clearance:

A) The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract on a high security State facility premises. This check may be performed by a public or private entity. A CJIS Federal background check is necessary for each individual assigned to work on premises of a State high security facility and shall be completed within three (3) months of Contract award.

B) The Contractor shall provide certification to the high-security facility's managing entity that the Contractor has completed the required CJIS criminal

background checks and that the Contractor's employee assigned to this Contract has successfully passed this check (see Attachment 15). Each agency reserves the right to refuse any individual employee to work on premises of a high security facility, based upon certain specified criminal convictions, as specified by the agency.

- C) The Contractor shall annually renew the CJIS check for each individual assigned to work on premises of a State high security facility. The renewal shall be completed within one year from the date of the last issuance.
- D) The Contractor shall keep an up-to-date list of individuals with a completed CJIS background check that meet the requirements below. The Contractor shall make this list available to the high security facility's managing entity on request. The list shall include the employee name, date of background check and the general service area the employee covers (Excel format preferred). The Contractor will provide an updated copy of the list to the Contract Manager:
 - (a) Every contract anniversary date,
 - (b) When an employee is added or removed from the list,
 - (c) On demand.
- E) The CJIS criminal record check of each individual who will work on premises of a State high security facility shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- F) An individual who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on premises of State high security facilities pursuant to this Contract; an individual who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on premises of State high security facilities.
- G) Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in a Contractor employee or subcontractor not being permitted to work on that Agency's premises. Upon

receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

2.6.4 On-site Security requirement(s):

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

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

- A) Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of an Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- B) Each Agency may impose more restrictive conditions regarding the requirements for entering the premises of a high security facility. This may include surrendering a driver's license or other identification document at time of entry to the premises, to be retrieved upon departure from the premises.
- C) Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- D) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment and other materials brought on site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools, equipment and other materials being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools, equipment, or materials for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- E) At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.7 SERVICE ORDER FULFILLMENT

2.7.1 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 2.8 Procedure for Adding a Service Offering.

2.7.2 Service Ordering/Cancellation Process

The Contractor shall have a service order procedure consisting of:

2.7.2.1 Service Order Submission

- a) At least one 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 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 060B3490013, and an electronic 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, telephone number, circuit ID, and related information.

2.7.2.2 Service Order Tracking

- a) The Contractor shall provide a web-enabled service order tracking system with the capability to obtain service order status.
- b) 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.

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

2.8 PROCEDURE FOR ADDING A SERVICE OFFERING, TAX OR SURCHARGE

2.8.1 Should new service offerings become available during the life of the Contract, the Contractor may propose new service offerings.

2.8.2 New Local Access Service Offerings throughout the life of this Contract can be effected only by contract modification approved by DoIT.

2.8.3 A contract modification shall be required prior to Contractor billing new taxes or surcharges that are instituted beyond Contractor control.

2.9 SERVICE CENTER AND TROUBLE REPORTING CAPABILITIES

2.9.1 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 2.11.1).
- c) The Contractor shall provide service telephone numbers to the State that are answered by departments servicing State of Maryland accounts.
 - At least one telephone number shall be provided to allow the State to cancel a service order and request service order status.

2.9.2 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 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 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

2.9.3 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.

2.10 DISASTER RECOVERY

2.10.1 The Contractor shall have a disaster recovery plan for restoring network outages.

2.11 STAFFING REQUIREMENTS

2.11.1 The Contractor shall assign individual staff to perform the following functions. This staff is considered key personnel. Key personnel staffing shall be considered part of the Offeror's price for the services provided under this RFP.

2.11.1.1 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 2.7 are met,
- c) Has the authority to commit the Contractor's staff and provide any necessary remediation plans,
- d) Chairs the monthly service meeting between the Contractor and the State's Contract Manager.

2.11.1.2 Transition Project Manager – Serves as the single point of contact for the transition-in process, answering questions and resolving issues during the transition period (See section 2.5). 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 2.5.2.1,
- d) Oversees the creation of the inventory report during the transition period.

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

- 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 service audit (see section 2.4.5).

2.11.1.4 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.

2.11.2 Availability of Key Personnel

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

2.11.3 Substitution of Key Personnel

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

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

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

All proposed substitute personnel shall have qualifications equal or better than those of the replaced personnel, and shall be approved by the Contract Manager. The Contract Manager will arrange for the interview of the proposed substitution personnel. After interviewing, the Contract Manager will notify the Contractor in writing of the acceptance or denial of the proposed substitution.

2.11.4 Resolution of Performance Issues

At any time during the task order period of performance, should the performance of a Contractor resource be unsatisfactory, the State will give written notice to the Contractor, describing problems and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the Contract Manager.

Should performance issues persist, the Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue.

2.12 TRAINING AND DOCUMENTATION

The Contractor shall provide training and documentation to State employees as needed and requested by the State for any web system that supports the State accounts. Documentation must be available online. The training delivery mechanism shall be available online and on-demand (e.g., web conference or training video). The Contractor shall provide documentation and training support in compliance with applicable laws and requirements for visual and non-visual access.

2.13 REPORTS AND MEETINGS

2.13.1 Status/Service Meetings

The Contractor shall hold a monthly meeting with the State as scheduled by the Contract Manager.

For each monthly meeting, the Contractor shall submit an electronic status report, itemizing all 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.

2.13.2 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 the transition period has ended, 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 2.5.2)
- The billing address
- The phone and/or circuit ID(s) on that account
- The price billed for each item listed if appropriate
- The service addresses(s)
- For each phone and/or circuit number- the associated LATA

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

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

The recipients of a report shall be DoIT and any State entity acting as a “Requesting/Billed Agency”.

The scope of each inventory report shall be consistent with the recipient’s access permissions as described in Section 2.2 Account Access.

2.13.3 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 2.5.2)
 - 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.

2.13.4 Trouble Ticket Metrics

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

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

2.13.5 Performance and Availability Reports

The Contractor shall make available a report on GOS and service availability metrics:

- a. Minimum GOS blockage for period
- b. Maximum GOS blockage for period
- c. Average GOS blockage for period
- d. Availability of acquired services

2.13.6 Additional Reports

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

2.13.6.2 Additional reports shall be available via the web portal.

2.13.6.3 Access to additional reports shall be consistent with the recipient's access permissions as described in Section 2.2 Account Access.

2.14 MBE PARTICIPATION REPORTS

THIS SECTION DOES NOT APPLY.

2.15 INVOICING

2.15.1 Contractors shall submit invoicing procedure and samples with its proposal (See Section 3 Proposal Format and Submission Requirements).

2.15.2 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

2.15.3 Billing for itemized calls shall:

- Be in six (6) second increments.
- Display the contracted rate rather than a tariff rate with a summarized discount amount.

2.15.4 The Contractor shall clearly label the LATA associated with each service billed on an invoice.

2.15.5 An invoice shall meet the account name labeling requirement stated in Section 2.5.2.1.

2.15.6 For discontinued services, the invoice shall meet requirements stated in Section 2.7.2.3.

2.15.7 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.

2.15.8 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.

2.15.9 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.

2.16 INSURANCE

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

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, its officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The Contractor shall require that any subcontractors that are utilized to fulfill the obligations of the Contract obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

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

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

- \$2,000,000 - General Aggregate Limit (other than products/completed operations)
- \$2,000,000 - Products/completed operations aggregate limit
- \$1,000,000 - Each Occurrence Limit
- \$1,000,000 - Personal and Accidental Injury Limits
- \$50,000 - Fire Damage Limit
- \$5,000 - Medical Expense

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

In the event the State receives a notice of cancellation, the Contractor must provide the State with an alternate comparable insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect if the cancellation was due to the end of the policy term, and within thirty (30) days of notice of cancellation with coverage starting on or before the date of cancellation, if the cancellation was due to any other reason.

2.17 INDIVIDUAL CASE BASIS (ICB) CONTRACT

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

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SECTION 3 - PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 TWO PART SUBMISSION

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

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

3.2 PROPOSAL SUBMISSION REQUIREMENTS

Each Offeror is required to submit a separate sealed package for each volume. Each sealed package shall bear on the outside of the package: the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of the proposals.

All materials comprising the Offeror’s technical proposal(s) and financial proposal(s) shall be submitted simultaneously to the Procurement Officer.

Each package shall contain the following:

- An unbound original, so identified,
- An electronic version (in MS Word 2007 or greater format for Volume I – Technical Proposal, in MS Excel 2007 or greater format for the Volume II- Financial Proposal) with the unbound originals.
 - Attachments which require signatures shall be in PDF format and accompany the electronic version of the appropriate technical or financial volume.
 - Electronic media may be CD or flash drive and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.
- Four (4) bound copies of each volume

All pages of proposal Volume I or Volume II shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.3 VOLUME I – TECHNICAL PROPOSAL

3.3.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The letter must be brief, shall be signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP, and shall acknowledge the receipt of any addenda. See Offeror’s responsibilities in Section 1.22. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.3.2 Required Technical Proposal Submissions:

- Attachment 3- Bid/Proposal Affidavit – Signed
- Attachment 6 – Conflict of Interest Affidavit and Disclosure – Signed
- Attachment 7 - Personnel Resume Summary – Signed
- Attachment 10 – Living Wage Affidavit of Agreement and Disclosure – Signed
- Attachment 13 - Certification Regarding Investments in Iran – Signed
- Insurance Certificate
- Financial Statements

3.3.3 Format of the complete Technical Proposal

In addition to the instructions contained throughout Section 3, the Offeror's Technical Proposal shall be organized and numbered in the same order as specified in this RFP to allow "mapping" of Offeror responses directly to RFP requirements by paragraph number.

- The Technical Proposal shall include the following sections in this order:
- Title and Table of Contents
- Executive Summary
- Offeror Experience
- Personnel
- Offeror Technical Response to RFP Requirements
- Financial Capability and Statements
- Certificate of Insurance
- Subcontractors
- Confidentiality

3.3.4 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page.

3.3.5 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment 2), or any other attachments. If there are no exceptions taken, the Offeror shall State that it has no exceptions to the requirements of this RFP, the Contract (Attachment 2), or any other attachments. **Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

3.3.6 Offeror Experience

Offerors shall include information on past experience with similar local telecommunications services.

3.3.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This overview shall include:

- Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment;
- Technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of services;
- The number of clients and geographic locations the Offeror currently serves; and,
- Implementation of similar services.

3.3.6.2 An organization chart of the Offeror showing: all major component units, which component(s) 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.

3.3.6.3 At least three (3) references from current or prior customers. For each reference, list the services offered that correspond to the services requested in this RFP.

A) 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.

B) Each client reference shall include the following information:

1. Name of client organization
2. Name, title, email, and telephone number of Point of Contact for client organization (Point of Contact must be accessible and knowledgeable about Offeror's performance for this customer)
3. Value, type, and duration of contract(s) supporting client organization
4. The services provided, scope of the Contract, objectives satisfied

3.3.6.4 As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:

5. The State contracting entity
6. A brief description of the services/goods provided
7. The dollar value of the contract
8. The term of the contract
9. The State employee contact person (name, title, telephone number and if possible e-mail address)
10. 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.

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance on contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.3.7 Personnel

A) The Offeror shall provide a matrix that describes each candidate proposed to comply with Section 2.11. For each proposed personnel under this RFP, the matrix shall describe the candidate's capabilities to support the requirements of Section 2.11.

B) Additionally, the Offeror shall complete one Personnel Resume Summary (Attachment 7) per candidate proposed.

3.3.8 Offeror Technical Response to RFP Requirements

The Offeror shall address the requirements in the Technical Proposal and describe how its proposed services meet the requirements as described in the RFP (Section 2). The response shall address each requirement in Section 2 of this RFP in order, and shall contain a cross reference to the RFP requirement.

If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall include an explanation of how the work will be performed.

The technical response shall include a description of invoicing procedure and sample invoices in response to requirement 2.15.1.

Offeror shall identify in its Technical Proposal all tariffs from which its discounted rates are derived.

3.3.9 Financial Capability and Statements

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

3.3.10 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the minimum coverage defined in section 2.16.

3.3.11 Subcontractor(s)

Offerors shall identify subcontractor(s), including MBE contractor(s), and the role these subcontractor(s) will have in the performance of the Contract.

3.3.12 Confidentiality

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

3.4 VOLUME II - FINANCIAL PROPOSAL

3.4.1 Required Financial Proposal Attachments:

Attachment 1 Price Proposal Form – Excel format 2007 or later

3.4.2 Additional Requirements

The Financial Proposal shall contain all price information in the format specified in Attachment 1. **Offerors must prepare pricing for all LATAs.** Offerors may not insert additional entries in the Financial Proposals. See instructions in Attachment 1.

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.

Note: Offeror shall identify in its Technical Proposal the tariff from which its discounted rates are derived.

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SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCESS

4.1 EVALUATION CRITERIA

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the technical factors set forth herein. **In making this determination, technical factors are more important than price.**

4.2 TECHNICAL CRITERIA

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

1. Technical Response to Requirements (Ref. Section 3.3.8 and 3.3.5),
2. Offeror Experience (Ref. Section 3.3.6),
3. Personnel Proposed (Ref. Section 3.3.7), and Subcontractors (Ref. Section 3.3.11)

4.3 FINANCIAL CRITERIA

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines. **Offerors must prepare a price proposal worksheet for each LATA.**

4.4 RECIPROCAL PREFERENCE

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

4.5 SELECTION PROCEDURES

4.5.1 General Selection Process

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

4.5.2 Selection Process Sequence

4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be more important than price factors. One vendor will receive an award for all LATAs.

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SECTION 5 - LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Submit with Proposal?* (Submit, Do Not Submit, Not Applicable to this RFP)
Attachment 1	Financial Proposal Instructions	Submit with Financial Proposal
Attachment 2	Contract	Do Not Submit with Proposal
Attachment 3	Bid Proposal Affidavit	Submit with Technical Proposal
Attachment 4	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Not applicable to this RFP</i>
Attachment 5	Contract Affidavit	Do Not Submit with Proposal
Attachment 6	Conflict of Interest Affidavit and Disclosure	Submit with Technical Proposal
Attachment 7	Personnel Resume Summary	Submit with Technical Proposal
Attachment 8	Pre-Proposal Response Form	Do Not Submit with Proposal
Attachment 9	Living Wage Requirements	Do Not Submit with Proposal
Attachment 10	Living Wage Affidavit of Agreement	Submit with Technical Proposal
Attachment 11	Non-Disclosure Agreement (OFFEROR)	<i>Not applicable to this RFP</i>
Attachment 12	Non-Disclosure Agreement (OFFEROR)	<i>Not applicable to this RFP</i>
Attachment 13	Certification Regarding Investments in Iran	Submit with Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not applicable to this RFP</i>
Attachment 15	Criminal Background Check Affidavit	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE PROPOSAL FORM

INSTRUCTIONS

- A) The Offeror shall complete all entry portions of the separately-provided Excel pricing sheet as instructed below. **Offerors shall only insert data as instructed. Additional changes or insertions to the pricing sheet shall not be allowed.**
- B) The Offeror shall only bill the State for those services, taxes, tariffs, and other surcharges listed on this pricing sheet. Offerors may not insert or remove lines or columns from the pricing sheet; follow the question procedure defined in Section 1.11.
- C) In the pricing attachment, there are nine different worksheets:
- 1) **Four entry worksheets** (one for each LATA), to enter your pricing information. Offerors must enter pricing in all four entry worksheets for all services in the tab. These are the four green tabs with the three digit LATA numbers (e.g. 238 Baltimore)
 - 2) **Five calculation worksheets** (one for each LATA and a pricing total worksheet)
- D) Four entry worksheets:

The Offeror may only enter data into the four entry worksheets, and may only enter data in the columns with a green cell in row one (Columns B, C, E-S). There are two exceptions, in Sections 1.11 and 2.2 you should enter the description field (Column A) as requested.

- 1) Column B – is the rate for the item identified in column A. This column is to be used for price per unit charges. The price per unit shall be the monthly price unless otherwise specified.
- 2) Column C – is the tariff price for the item identified in column A.
- 3) Column E – is the one-time installation charge for the item identified in column A. Do not enter recurring charges in this column.
- 4) Columns F – S are for taxes and surcharges that may appear on the invoice. Seven taxes and surcharges are identified with two columns for each: For each line in the spreadsheet, only enter a fixed fee or a percentage but not both.
 - a) Percentage – if the cost for the tax or surcharge is a percentage of the monthly charge, enter the percentage number in this column. For example if the item is billed at three percent, enter a “3.”
 - b) Fixed Fee – if the cost for the tax or surcharge is a fixed amount, enter the number in this column. For example, if the item was billed at one dollar fifty cents each, enter “1.50.”

- E) Five calculation worksheets:

Each LATA calculation worksheet includes quantities identified for evaluation purposes only. The State does not guarantee that the quantities listed in the calculation worksheets will be the actual quantity ordered.

- F) Offerors should review the calculation worksheet for each LATA and the calculation summary worksheet for the calculated amount Offeror will be submitting as the financial proposal.

ATTACHMENT 2 CONTRACT

THIS CONTRACT (the “Contract”) is made this _____ day of _____, 2013 by and between CONTRACTOR and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF INFORMATION TECHNOLOGY** (“DoIT” or sometimes the “Agency”).

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

1. Definitions

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

1.1 “Contract Manager” means the DoIT representative and first point of contact for contract procedures and any discrepancies. The Agency may change the Contract Manager at any time by written notice.

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

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

1.4 “Financial Proposal” means the Contractor’s Financial Proposal (BAFO) dated _____.

1.5 “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.

1.6 “Purchase “Order (PO)” authorizes Contractor to proceed with delivery of products and/or any services requested by a Service Request.

1.7 “RFP” means the Request for Proposals for Local Telecommunications Services, Solicitation No. 060B3490013, dated 08/29/2013, and any amendments thereto issued in writing by the State.

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____ and subsequent clarification responses, vendor discussion handouts and vendor discussion responses, etc. submitted in writing by the Contractor.

2. Statement of Work

2.1 The Contractor shall provide Local Telecommunications Services for the State as described in the RFP. 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, with earlier listed Exhibits prevailing over later listed Exhibits:

Exhibit A – Request For Proposal Project No. 060B3490013

Exhibit B – The Contract Affidavit

Exhibit C – Technical Proposal

Exhibit D – Financial Proposal

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

- a) The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty 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.
- b) The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

3. Time for Performance

Unless the Contract is terminated earlier as provided herein, the term of the Contract is for a period of five (5) initial years, with the State having the unilateral right to exercise renewal options for two (2) one (1)-year renewal terms, plus an additional transition period, on a month to month basis, not to exceed six (6) months. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Contract Manager.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in the Financial Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$ _____ (the "NTE Amount"). Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the NTE Amount. After notification by the Contractor, if the Procurement Officer fails to give written notice that the NTE Amount has been increased, the Contractor shall have no obligation to perform under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.1 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the Department and cooperate in good faith with the Department 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 NTE Amount will be reached; and (iii) secure data bases, 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 The Contractor shall submit invoices monthly for Services completed during the previous billing period (not to exceed 35 days). Each invoice must include the Contractor's Federal Tax Identification Number which is _____. The Contractor's eMM identification number is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager.

4.5 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. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

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

5. Rights to Records

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

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and Services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, and the Contractor has not explained and justified, to the State's complete satisfaction, why it should not relinquish, transfer and assign all of its right, title and interest to the State for that deliverable, the Contractor 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 Procurement Officer, 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 may not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

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

6.2 The Contractor shall 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, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor shall defend the Agency against that claim at Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 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 shall, 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.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under or in connection with 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. 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 Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

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

9.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not

party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

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

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

10. Non-Hiring of Employees

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

11. Disputes

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

12. Maryland Law

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

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in 060B3490013

subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Commercial Nondiscrimination

14.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, Contractors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, Contractors, 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.

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

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

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 Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or 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 shall 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 shall be to discharge both the Contractor and the Department 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 Department 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 shall 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 shall 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 21.07.01.12(A)(2).

19. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of Services under this Contract. Time extensions shall 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 Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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 Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the Department or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the Department certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year 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. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the Department under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's 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. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

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

26. Costs and Price Certification

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

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

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 Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 8 and 11 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

28. Administrative

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

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

If to the State:

Mr. Edward Bannat
Maryland Department of Information Technology
45 Calvert Street, Room 445

060B3490013

50

Local Telecommunications Services

Annapolis, MD 21401
Office Phone Number: 410-260-7662
edward.bannat@doit.state.md.us

If to the Contractor:

29. Risk of Loss; Transfer of Title.

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

30. Prompt Pay Requirements

30.1 If a 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:

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

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

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

- 30.3.1 Affect the rights of the contracting parties under any other provision of law;
- 30.3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
- 30.3.3 Result in liability against or prejudice the rights of the Agency.

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

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

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

30.5.2 This verification may include, as appropriate:

30.5.2.1 Inspecting any relevant records of the contractor;

30.5.2.2 Inspecting the jobsite; and

30.5.2.3 Interviewing subcontractors and workers.

30.5.2.4 Verification shall include a review of:

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

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

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

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

30.5.4.1 Terminate the contract;

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

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

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

31. Limitation of Liability

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

A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 9 ("Indemnification"), of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

31.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this Contract.

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

CONTRACTOR

By Date

Witness: _____

DEPARTMENT OF INFORMATION TECHNOLOGY

By Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____, 2013.

Assistant Attorney General

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

ATTACHMENT 3 BID PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under State or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a State or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a State or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or Financial Proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

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ATTACHMENT 4 MINORITY BUSINESS ENTERPRISE FORMS

NOT APPLICABLE TO THIS RFP

ATTACHMENT 5 CONTRACT AFFIDAVIT

21.07.01.25

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____.

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true

and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Effective August 8, 2011

ATTACHMENT 6 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS INSTRUCTED IN RFP.

ATTACHMENT 7 PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

3. For each person specified in Section 2.11, complete one Personnel Resume Summary to document how the proposed person meets the State's needs.

6. Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 7 PERSONNEL RESUME SUMMARY (CONTINUED)

RFP # 060B3490013

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

Offeror:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] Description of Work...
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person (Optional if current employer)]

[Organization] Description of Work...
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

ATTACHMENT 8 PRE-PROPOSAL RESPONSE FORM

Project No. 060B3490013

Project Title: Local Telecommunications Services

A pre-proposal conference will be held on Monday, September 9, 2013 at 2:30 PM. Registration begins at 2:00 PM and the meeting will begin promptly at 10:00 AM local time at:

DoIT
45 Calvert Street, Room 164A
Annapolis, MD 21401

Email this form no later than 1:00 PM on Thursday, September 5, 2013 to the Procurement Officer listed on the Key Information Summary Sheet. Attendees with special needs must contact the Procurement Officer as instructed in the RFP Section 1.7.

Please indicate:

_____ Yes, the following representatives will be in attendance (Limit 2 per company):

- 1.
- 2.

_____ No, although we plan to propose to the Local Telecommunications Services RFP, we will not be in attendance.

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

ATTACHMENT 9 LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(A) Has a State contract for services valued at less than \$100,000, or

(B) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

(A) Performs work on a State contract for services valued at less than \$100,000,

(B) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or

(C) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.

(3) Service contracts for the following:

(A) Services with a Public Service Company;

(B) Services with a nonprofit organization;

(C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor shall not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

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

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

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

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

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

ATTACHMENT 10 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

If the Contract is a Living Wage Contract

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (OFFEROR)

NOT APPLICABLE TO THIS RFP

ATTACHMENT 12 NON-DISCLOSURE AGREEMENT (CONTRACTOR)

NOT APPLICABLE TO THIS RFP

EXHIBIT A

NOT APPLICABLE TO THIS RFP

ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and Contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) 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 §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

NOT APPLICABLE TO THIS RFP

ATTACHMENT 15 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that ____ (Contractor) _____ has complied with Section 2.6, Security Requirements of the Department of Information Technology’s Local Telecommunications Services Contract Number 060B3490013 referred hereto as Exhibit A.

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

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

Contractor

Typed Name

Signature

Date