

**ASSISTIVE TELECOMMUNICATIONS EQUIPMENT
And
ASSOCIATED PERIPHERALS CONTRACT**

PROJECT NO. 050B7800030



**DEPARTMENT OF
BUDGET & MANAGEMENT**

Issue Date: May 18, 2007

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.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 and Small Businesses are Encouraged to Respond
to this Solicitation**

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals 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 proposals. If you have chosen not to submit a proposal on this Contract, please email this completed form to jboock@dbm.state.md.us.

Title: **Assistive Telecommunications Equipment (ATE)**

Project No: 050B7800030

1. If you have responded with a "no proposal", 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.
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the proposals is insufficient.
- The Proposal's requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

RFP Title:	ASSISTIVE TELECOMMUNICATIONS EQUIPMENT (ATE) AND ASSOCIATED PERIPHERALS
RFP Number:	050B7800030
RFP Issue Date:	May 18, 2007
‘No Later Than’ Closing Date and Time:	Friday, June 22, 2007 2:00 P.M., Local Time
RFP Issuing Agency:	Department of Budget & Management (DBM) Office of the Secretary Division of Procurement Policy & Administration
Send Questions Only To:	Ms. Jacque’ Boock jboock@dbm.state.md.us Office Phone Number: 410-260-7681 Office FAX Number: 410-974-3274
Procurement Officer:	Ms. Jacque’ Boock jboock@dbm.state.md.us Office Phone Number: 410-260-7681 Office FAX Number: 410-974- 3274
Proposals are to be Delivered To:	Maryland Department of Budget and Management 45 Calvert Street, Room 134 Annapolis, MD 21401 Attention: Jacque’ Boock
Contract Duration:	Approximately 6 Years; Terminating on 8/31/2013
Pre-Proposal Conference:	Wednesday, May 30, 2007 Beginning at 10:00 AM (thru No Later than 12:00 Noon) (Registration begins at 9:30 AM) Maryland Department of Budget and Management 45 Calvert Street, Room 164 A&B Annapolis, MD 21401

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management (DBM) is issuing this Request for Proposals to obtain Master Contractors under Master Contracts by way of an unlimited amount of contract awards, that will provide assistive telecommunications equipment and associated peripherals in indefinite quantities as organized under Functional Areas as noted below in Section 1.1.3.

These Master Contractors, through a subsequent secondary procurement level, will provide the assistive telecommunication equipment and/or associated peripherals for the State of Maryland or local government entity through the specific applicable Functional Areas (as defined in the RFP and Master Contract). The goal is to have the ability for the State and local governments to purchase a variety of types of assistive telecommunications devices which will be available for distribution to individuals of specific need, all of which will meet the requirements of State Finance and Procurement Article Section 3-901.

Through the Master Contracts awarded as a result of this solicitation, the procuring entity will have a flexible means of obtaining these products and services, quickly, efficiently and cost effectively by issuing at a secondary procurement level, competitive Purchase Order Information For Bids (POIFBs), or Purchase Order Requests for Proposals (PORFPs) specific to its needs through the term of the contract.

- 1.1.2 The scope of this solicitation encompasses eleven Functional Areas as follows:

1. Functional Area I – Amplified Telephones and Associated Peripherals
2. Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals
3. Functional Area III – Captioned Telephones and Associated Peripherals
4. Functional Areas IV – TTY, VCO Phones, HCO Phones and Associated Peripherals
5. Functional Area V – Specialized Accessories / Switches and Associated Peripherals
6. Functional Area VI – Hands-free Telephones / Devices and Associated Peripherals
7. Functional Area VII – Devices for Speech Impaired and Associated Peripherals
8. Functional Area VIII – Devices for Visually Impaired and Associated Peripherals
9. Functional Area IX – Devices for Cognitively Impaired and Associated Peripherals
10. Functional Area X – Wireless Devices / Videophones and Associated Peripherals
11. Functional Area XI – Extended Warranty(ies)

- 1.1.3 DBM intends to award a Master Contract to an unlimited number of Offerors that are authorized by the Manufacturer(s) or Distributor(s) to sell the proposed product lines and services, and who are also determined by the State to be responsible and

technically qualified. Offerors may propose to any or all of the eleven Functional Areas as appropriate to their authorizations. The subsequent awards of Master Contracts/Master Contractors will be maintained by DBM by Functional Area in a published matrix.

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

- 1.1.4 Each request for assistive telecommunications equipment and/or associated peripherals under applicable functional areas throughout the term of the Master Contract, will be issued and summarized by the Requesting Agency in a POIFB or PORFP (the secondary level of procurement). All Master Contractors for the specific Functional Area for which the POIFB or PORFP has been issued, will be invited to compete for award on each of the applicable POIFBs or PORFPs under the Functional Area. Based upon each POIFB or PORFP issued by the State of Maryland, a Master Contractor will be selected to provide the requested assistive telecommunications equipment and/or Manufacturer's Extended Warranty. A Purchase Order (P.O.) will then be issued by the Requesting Agency to the selected Master Contractor, which will bind the Master Contractor to the terms and conditions of this RFP, their Master Contract, and the applicable POIFB or PORFP response, which includes the Statement of Work and applicable unit prices.
- 1.1.5 Master Contractors may add Manufacturers' Products and/or services from time to time throughout the life of the Master Contract by submitting Letters of Authorization from the Manufacturer or Distributor of the Hardware in accordance with the procedure set forth in Section 2.15. A POIFB, PORFP, nor any subsequent purchase order may, in any way, conflict with or supersede the applicable Master Contract's terms and conditions.
- 1.1.6 During the term of their Master Contract, a Master Contractor must notify the Department of Budget and Management promptly, if at any time, their authorization for products and warranties under a Functional Area where they have been previously approved for contract award has terminated, or changed the Master Contractor's ability to provide product/services. If the Department of Budget and Management feels it is necessary, the Department will subsequently initiate a modification to that Master Contract accordingly.
- 1.1.7 During the course of the term of the contract, if a Master Contractor for any given Functional Area(s), fails repeatedly to provide products and/or warranties within the terms, and conditions (an example: response times) of the Master Contract or applicable POIFBs or PORFPs, the Department of Budget and Management may initiate proceedings to terminate the Master Contract in portions or in-whole.

1.2 Background

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

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

The TAM office is authorized to operate the Maryland Accessible Telecommunications (MAT) program. This program provides free telecommunications equipment and associated peripherals to deaf, hard of hearing, Deaf/Blind, cognitive, speech and mobility disabled Maryland citizens (the user community) who are on public assistance and unable to afford such equipment for accessing both the Maryland Relay and the public, switched telephone network. This RFP is the result of the MAT program's effort to continue to establish/maintain telecommunications equipment supply sources for carrying out the mandates of State Finance and Procurement Article, Sections 3-901 to 903.

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

1.3 Abbreviations and Definitions

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

- a. Agency Point of Contact (Agency POC) – Requesting Agency contact noted in a POIFB or a PORFP;
- b. 'Brand' – As it relates to 'brand' name equipment, services, or warranty(ies). This is assistive telecommunications equipment specific to manufacturers' registered trademark branding-by- name-or-mark of their equipment products, services, or warranties. These are the equipment products that the Master Contractors must have

- a Manufacturer's or Distributor's Letter of Authorization in order to fulfill POIFBs or PORFPs. See Section 2.20.2-Manufacturer's or Distributor's Letter of Authorization;
- c. COMAR – Code of Maryland Regulations, available on-line at www.dsd.state.md.us;
 - d. Completed Delivery - Items will be noted as a 'completed delivery' when the items in-total as designated by a PO have completely shipped and there is a signed and dated delivery receipt from the MAT customer.
 - e. Contract Manager (CM) – The State representative who serves as the technical and contract manager for the resulting Master Contract;
 - f. DBM – Maryland Department of Budget and Management;
 - g. Distributor –First tier agent authorized by the requisite parties that own rights to sell and/or service the assistive telecommunications equipment, associated peripherals, and/or warranty(ies);
 - h. Fully Loaded – The inclusion in each assistive telecommunication equipment's unit rate of all profit, direct and indirect costs, and that does not exceed the current MSRP rate for that manufacturer's or distributor's product. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct unit rates as a means of calculating profit or recouping costs which cannot be directly attributable to services;
 - i. Installation – Transferring Manufacturer's electronic media to computer systems so that the assistive telecommunications equipment will provide the features and functions generally described in the User Documentation;
 - j. IT – Information Technology;
 - k. Letter of Authorization – A document issued by the Manufacturer or Distributor authorizing the Offeror /Master Contractor to sell and/or provide services for the Manufacturer's Product line;
 - l. Local Time - Time in the Eastern Time zone as observed by the State of Maryland;
 - m. Master Contract – The Contract between each of the Master Contractors and the State of Maryland to provide the assistive telecommunications equipment, associated peripherals, and/or warranty(ies) under specific Functional Areas.

- n. Master Contractor – An Offeror for a specific Functional Area(s) who has been determined to be responsible and qualified per this RFP’s technical evaluation criteria and that is subsequently awarded a Master Contract associated with this RFP;
- o. MAT - Maryland Accessible Telecommunications’ equipment distribution program within the State of Maryland’s Department of Budget and Management;
- p. MSRP- Manufacturer’s Suggested Retail Price that must include all direct costs, indirect costs, and fees;
- q. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03;
- r. Offeror – A vendor that submits an Offer by submitting a proposal in response to this RFP;
- s. Purchase Order (P.O.) – A purchase order from an agency within the State of Maryland that is executed by signature, and then becomes an authorized P.O. Subsequently, the authorized P.O. authorizes the selected Master Contractor to proceed with delivery of products and/or warranty(ies) as requested via the applicable POIFB’s or PORFP’s terms, conditions, and unit prices;
- t. POC – Point of Contact (At the Master Contract level and/or subsequent POIFBs or PORFPs);
- u. Procurement Officer – The State representative, as identified in Section 1.6, responsible for this RFP, for the determination of the Master Contract scope issues, and the only State representative who can authorize changes to the Contract;
- v. Proposal- 1) Before award of a Master Contract, it is the Offeror’s proposal in response to this RFP; 2) After Master Contract award, it is the Master Contractor’s response to a POIFB or PORFP issued by the State or authorized entity;
- w. Request for Proposals (RFP) – This RFP for the Maryland Department of Budget and Management, ‘Assistive Telecommunications Equipment and Associated Peripherals,’ Project Number 050B7800030, dated May 18, 2007, including any amendments;
- x. Purchase Order Information for Bid (POIFB) - A written request by the Requesting Agency for a bid from the Master Contractors for the applicable Functional Area’s assistive telecommunications equipment, associated peripherals and/or warranty(ies);
- y. Purchase Order Request for Proposal (PORFP) - A written request by the Requesting Agency for a proposal from the Master Contractors for the applicable Functional Area’s assistive telecommunications equipment, associated peripherals and/or warranty(ies);

- z. Requesting Agency – The unit of the Executive Branch of Maryland State government issuing the applicable POIFB or PORFP;
- aa. SBR – Small Business Reserve – A procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended. See Section 1.26 for details;
- bb. State – State of Maryland;
- cc. TAM- Telecommunications Access of Maryland; an entity within the State of Maryland Department of Budget and Management;
- dd. Unit Rate(s) – Fully loaded rate(s) that include all direct costs, indirect costs and profit as established by the Master Contractor at the time of their proposal to a POIFB or PORFP, that is no greater in total unit price(s) than the manufacturer’s/distributor’s MSRP rate at the time of the Master Contractor’s proposal’s submittal date.

1.4 Master Contract Type

Each Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05. At a secondary level of competition when proposing to a POIFB or PORFP, Fixed Unit Price(s) (rates) will be established by the applicable Master Contractor that are no greater than the unit’s (equipment unit, warranty, etc.) MSRP price rate at the time of the Master Contractor’s proposal’s submittal date.

1.5 Master Contract Duration

The term of this Contract shall be for a period of about six (-6-) years, beginning on or about August 22, 2007 and terminating on August 31, 2013.

1.6 Procurement Officer

The sole POC for the State (for purposes of this RFP prior to the award of any Master Contract) is the Procurement Officer at the address listed below:

Jacque’ Boock
 Maryland Department of Budget and Management
 Division of Procurement Policy & Administration
 45 Calvert Street, Room 134
 Annapolis, Maryland 21401
 Phone Number: 410-260-7681

Fax Number: 410-974-3274
E-mail: jboock@dbm.state.md.us

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

1.7 Project and Contract Manager Contact Information

1.7.1 The contact in the State for purposes of the follow-on Project Manager who will give technical direction and receive all deliverables as the State Project Manager is:

Meredith Wehrle
Maryland Department of Budget and Management
Office of Information Technology/Telecommunications Access of Maryland (TAM)
301 W. Preston Street, 10th Floor, Suite 1008A
Baltimore, MD 21201
Telephone: 410-767-6960
Fax No.: 410-767-4276
Email: mwehrle@dbm.state.md.us

DBM may change the State Project Manager at any time by written notice.

1.7.2 The contact in the State for purposes of the follow-on contract as the State Contract Manager is:

Brenda Kelly-Frey
Department of Budget and Management
Office of Information Technology/Telecommunications Access of Maryland (TAM)
301 West Preston Street, 10th Floor, Suite 1008A
Baltimore, MD 21201
Telephone: 410-767-5891
Fax No.: 410-767-4276
Email: frey@dbm.state.md.us

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

1.8 Pre-Proposal Conference

A pre-proposal conference will be held on May 30, 2007 registration begins at 9:30 AM and the meeting will begin at 10:00 AM at:

Maryland Department of Budget and Management
45 Calvert Street
Room 164 A&B
Annapolis, MD 21401

Participants must bring appropriate picture identification and present it when requested.

Due to the anticipated interest in this RFP, seating at the pre-proposal conference will be limited to two (2) attendees per company. Please fill out and submit the Attachment E-Pre-Proposal Conference Response Form as noted below. **DBM recommends that attendees bring a copy of the RFP and a business card to help facilitate the registration process.**

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.

The Conference will be transcribed and/or the State will arrange for CART due to deaf and HOH participants. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the pre-proposal Conference and all questions and answers known at that time will be distributed, free of charge, 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 FAX the Attachment E-Pre-Proposal Conference Response Form to the attention of Jacque' Boock at (410) 974-3274 with such notice **no later than 3:00 PM on Friday, May 25, 2007**. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Sign language interpretation will be provided. In addition, if there is a need for other special accommodations due to a disability, please call no later than this same date. DBM will make a reasonable effort to provide such special accommodations.

1.9 eMaryland Marketplace (eMM)

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and summary

of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

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

1.10 Questions

Written questions, from prospective Offerors, will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or, preferably, by e-mail. Questions, both oral and written, will also be accepted from prospective Offerors attending the pre-proposal conference. If possible and appropriate, these questions will be answered at the pre-proposal conference.

Questions will also be accepted after the pre-proposal conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

PROPSAL ARE DUE NO LATER THAN JUNE 22, 2007 2:00 PM (LOCAL TIME) IN ORDER TO BE CONSIDERED, AND PER THE INSTRUCTIONS IN SECTION 3 – PROPOSAL FORMAT. Section 3.2-Technical Proposal and Section 3.3-Submission give details for the sealed submission requirements to the Procurement Officer in order to be considered.

Extensions of time are granted unilaterally and only by the State. 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.F. (as it relates to 21.05.02.10), proposals received by the Procurement Officer after the due date and time, will not be considered.

Proposals may not be submitted by e-mail or facsimile unless agreed to in writing and by the conditions stated by the State Procurement Officer and previous to the due date and time by the State Procurement Officer.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments in the form of addendums will be provided to all prospective Offerors who were sent this RFP and/or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurement web page and through eMarylandMarketplace. 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 must 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.

1.14 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 although oral discussions are not contemplated for this RFP's activity at this time, to conduct oral or written discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. As such, the State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior oral or written discussions or negotiations.

1.15 Incurred Expenses

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

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP. See Section 3-Proposal Format.

1.17 Protests/Disputes

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

1.18 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one Functional Area is not considered a multiple or alternate proposal. Please see Section 3.1 for directions on submitting for more than one Functional Area.

1.19 Public Information Act Notice

Per COMAR 21.05.08.01, 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.

1.20 Offeror Responsibilities

Any selected Offeror shall be responsible for all products, warranties and any associated services required by this RFP within the functional area proposed. If an Offeror that seeks to perform or provide the products/services/warranty(ies) 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 must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 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 and conditions of this RFP and the Contract, attached herein as Attachment A. Any exceptions to this RFP or the Contract shall be clearly

identified in the Executive Summary of the technical proposal; however, a proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

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

1.23 MSRP Commitment Affidavit

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

1.24 Contract Affidavit

All Offerors are advised that if a Master Contract is potentially awarded to them as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included for informational purposes as Attachment C of this RFP. A completed Contract Affidavit, along with a signed contract executed by the Offeror, shall be provided to the State Procurement Officer within five (5) business days from notification of a proposed Master Contract award.

1.25 Minority Business Enterprises

No Minority Business Enterprise (MBE) subcontractor participation goal has been established for this RFP solicitation.

1.26 Small Business Reserve (SBR)

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

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

1.27 Arrearages

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

1.28 Procurement Method

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

1.29 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. Failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Master Contract award.

1.30 False Statements

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

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

- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.31 Non-Visual Access

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

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.dbm.maryland.gov - keyword: nva (for non-visual access)

1.32 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. Any selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (See Attachment I-Electronic Funds Transfer). Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. See also Attachment J. The COT/GAC X-10 form can be downloaded at: http://compnet.comp.state.md.us/general_accounting_division

1.33 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of IT or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Master

Contractor goods or services covered by the Master Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- A. Shall constitute contracts between the Master Contractor and that government or agency;
- B. Shall not constitute purchases by the State or State agencies under this RFP;
- C. Shall not be binding or enforceable against the State, and
- D. May be subject to other terms and conditions agreed to by the Master Contractor and the purchaser. Master Contractor bears the risk of determining whether or not a government or agency with which the Master Contractor is dealing is a State agency.

1.34 Mercury and Products That Contain Mercury

This solicitation and resulting purchase order requires that all materials used in the performance of the Master Contract and subsequent POIFBs or PORFPs shall be mercury-free products. The Offeror shall submit a Mercury Affidavit (found at Attachment H) with its proposal in response to any subsequent POIFB or PORFP.

1.35 Conflict of Interest

The successful Offeror(s), as a Master Contractor(s) will provide assistive telecommunications equipment and associated peripherals for State agencies, or component programs within those agencies, and must do so impartially and without any conflicts of interest. Master Contractors will be required to complete a Conflict of Interest Affidavit with each Proposal submitted in response to a POIFB or PORFP. A copy of this Affidavit is included as Attachment G of this RFP. If the Procurement Officer makes a determination before award of a Purchase Order pursuant to a respective POIFB or PORFP, that facts or circumstances exist that give rise to, or could in the future give rise to, a perception of 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.”

SECTION 2 – SCOPE OF WORK

2.1 Scope

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

1. Functional Area I – Amplified Telephones and Associated Peripherals
2. Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals
3. Functional Area III – Captioned Telephones and Associated Peripherals
4. Functional Areas IV – TTY, VCO Phones, HCO Phones and Associated Peripherals
5. Functional Area V – Specialized Accessories / Switches and Associated Peripherals
6. Functional Area VI – Hands-free Telephones / Devices and Associated Peripherals
7. Functional Area VII – Devices for Speech Impaired and Associated Peripherals
8. Functional Area VIII – Devices for Visually Impaired and Associated Peripherals
9. Functional Area IX – Devices for Cognitively Impaired and Associated Peripherals
10. Functional Area X – Wireless Devices / Videophones and Associated Peripherals
11. Functional Area XI – Extended Warranty(ies)

2.2 General Requirements

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

2.2.1 Required Project Policies, Guidelines and Methodologies

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

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

2.3 Functional Area 1 – Amplified Telephones and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Corded Amplified Telephones
- B) Cordless Amplified Telephones
- C) Amplified Telephones with Amplified Voice Output

2.4 Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Flashing Telephone Ring Signalers
- B) Auxiliary Loud Bell Ringers
- C) Emergency Alert Systems
- D) Emergency Dialing Systems
- E) Smoke Detectors
- F) Door Bell Signalers

2.5 Functional Area III – Captioned Telephones and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Captioned Telephones
- B) Internet Protocol (IP) Captioned Telephones

2.6 Functional Area IV - TTY, VCO Phones, HCO Phones and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Teletypewriters (TTY)
- B) Voice Carry Over (VCO) Telephones
- C) Hearing Carry Over (HCO) Devices
- D) HCO/VCO/TTY Devices

2.7 Functional Area V - Specialized Accessories/ Switches and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Pneumatic switches
- B) Control Switch Interface Units
- C) Headsets (Wireless and wired)
- D) Desktop Speakers
- E) In-Line Amplifiers
- F) Printer for TTY
- G) Microphones
- H) Telephone Switches or Remotes
- I) Comfort Ear Pads
- J) Telephone pouches
- K) Telephone Holders
- L) Extensions
- M) Surge Protectors
- N) Miscellaneous Adaptors

2.8 Functional Area VI - Hands-free Telephones/Devices and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Hands-free Telephones
- B) Infrared Telephones
- C) Voice-Activated phones
- D) Voice Dialers
- E) Memory Dialing Aids
- F) Speakerphones

2.9 Functional Area VII - Devices for Speech Impaired and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Speech Generating Devices
- B) Augmentative Communication Devices (for Telecommunication Access)

2.10 Functional Area VIII - Devices for Visually Impaired and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Telephones Device Braille Display
- B) Voice Dialers
- C) Tactile signalers & receivers
- D) Large visual display
- E) Braille TTY device for DeafBlind
- F) Braille Keytop Labels
- G) Large Number/Letter Overlays
- H) Large Button Telephone

2.11 Functional Area IX - Devices for Cognitively Impaired and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Memory Phones
- B) Picture Phones

2.13 Functional Area X - Wireless Devices / Videophones and Associated Peripherals

Includes Brand name equipment that consists of, but is not limited to:

- A) Web-Cameras
- B) Videophone Devices
- C) Wireless Pagers
- D) Portable VCO, HCO, or TTY, or other Text-Based Devices
- E) Wireless Cellular Telephones

2.14 Functional Area XI-- Extended Warranty(ies)

2.14.1 The State may require an additional Extended Warranty(ies), for a total of up to five (-5-) years of coverage, for Equipment that costs more than \$300.00. If a secondary level of competition is required, either through a POIFB or PORFP, the State will note the Extended Warranty requirement.

2.14.2 Master contractors are required to inform the State when proposing at the Secondary level of competition (POIFB or PORFP), of the length of time for all pre-existing Manufacturer's Warranty(ies) for each piece of equipment proposed in their response.

2.15 Procedure for Adding a Manufacturer's Product Line

Each Master Contractor, in a Functional Area, may add additional Manufacturers' Product Lines, in that Functional Area, throughout the life of their Master Contract. To add a Manufacturer Product Line, a Master Contractor must submit a Letter of Authorization from the Manufacturer or Distributor for each new product line proposed. Once the Letter of Authorization has been confirmed in writing by DBM, the Manufacturer product line will be added to that Master Contractor's list of product lines available.

Requests to add new product lines, with required Letters of Authorization, shall be submitted to the CM for consideration by the 10th business day of each month. Approved requests will be added to the Manufacturer / Master Contractor matrix by the first business day of the following month.

2.16 Secondary Level of Procurement Competition Procedures

2.16.1 POIFB or PORFP Content

The Agency POC will submit a POIFB or a PORFP to all Master Contractors authorized to sell the manufacturer product line being requested in the POIFB or PORFP. When generic specifications are used, a PORFP or POIFB will be sent to all master contractors for all manufacturers in a specified Functional Area. As an example, each PORFP or POIFB will contain the following information:

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

2.16.1.1 PORFP or POIFB Submission Requirements

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

Each proposal must provide for each unit and term and condition as specified in the POIFB or PORFP. Additional information may be provided by the Master Contractor, but must include, but not be limited to the following:

- A) Explanation of how the Master Contractor intends to meet the requirements of the POFRP or POIFB;
- B) Description of the proposed Equipment;
- C) Delivery Schedule (Orders must be shipped to customers in less than 5 business days, or per specific PO requirements);
- D) A Statement that the Master Contractor is authorized by the Manufacturer or Distributor to provide the Equipment and/or services as of the date of the response;
- E) The applicable proposed unit prices (total proposed fixed price if that is the pricing mechanism used for a PORFP) the total price being proposed, and a breakdown of any applicable warranty, shipping and/or handling.
- F) Acknowledgement of the term (time span) of the POIFB or PORFP;
- G) Captured screen shot of the current MSRP of each unit noted, as of the date of the PORFP or POIFB proposal submission. Subject to the prior-approval of the State PM or CM, a comparable substitute directly from the Equipment Manufacturer or other Distributor may be acceptable.

2.16.1.2 Procedure for Awarding a PORFP:

Evaluation criteria for award will be established within each PORFP. Each PORFP award will be governed by the Competitive Sealed Proposals process under COMAR 21.05.03. The Agency POC will provide award for the State, based on the responsible Master Contractor as an Offeror whose proposal (out of all the offers received on that applicable PORFP) is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the PORFP. The Agency POC (or applicable representative) will initiate and deliver a PO to the selected Master Contractor.

The State will consider this secondary level of procurement to be competitive if two or more qualified proposals are received in response to a PORFP. If only one response is received for a PORFP, the State CM for a Department of Budget and Management procurement, or a Procurement Officer if another entity as noted in Section 1.33-Contract Extended to Include Other Non-State Governments or Agencies, is required to provide a written determination that the price is fair and reasonable. This information must be kept as part of the procurement file for the PORFP.

2.16.1.3 Procedure for Awarding a POIFB:

POIFB awards will be governed by the IFB award process in accordance with the Competitive Sealed Bidding process under COMAR 21.05.02. The Agency POC will provide award for the State, based on the Bid Evaluation and Award process of COMAR 21.05.02.13, or the Multi-step Sealed Bidding process of COMAR 21.05.02.17. In either case, the award will be made to the most favorable bid price or the most favorable evaluated

bid price, whichever is applicable. The Agency POC (or applicable representative) will initiate and deliver a P.O. to the selected Master Contractor.

The State will consider this secondary level of procurement to be competitive if two or more qualified bids are received in response to a POIFB. If only one bid is received for a POIFB, the State CM for a Department of Budget and Management procurement, or a Procurement Officer if another entity as noted in Section 1.33-Contract Extended to Include Other Non-State Governments or Agencies, is required to provide a written determination that the price is fair and reasonable. This information must be kept as part of the procurement file for the POIFB.

2.17 Insurance Requirements

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

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

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

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

B) General Liability - The Master Contractor shall purchase and maintain the following insurance protection on an occurrence and/or aggregate basis as applicable for liability claims arising as a result of the Master Contractor's operations under this RFP.

\$1,000,000 - General Aggregate Limit (other than products/completed operations)

\$1,000,000 - Products/completed operations aggregate limit

\$ 500,000 - Each Occurrence Limit

\$ 500,000 - Personal and Accidental Injury Limits

\$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

2.17.4 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be

provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than sixty (60) days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Master Contractor must provide the State with an insurance policy from another carrier at least sixty (60) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. In the event that the Contractor fails to procure and keep in force at all relevant times hereunder such insurance, the State shall have the right, but not the obligation, to obtain such insurance on behalf of the Master Contractor and the State shall have the right to withhold the cost of such insurance from any amounts otherwise due to the Master Contractor. If there are no amounts otherwise due to the Master Contractor hereunder, the cost of such insurance shall become immediately payable by the Master Contractor to the State.

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

2.18 Invoicing

2.18.1 Monthly the Master Contractor shall render an invoice for all and only **completed** deliveries. Invoices shall include only those items shipped complete and have a signed and dated receipt from the MAT customer. The invoice shall contain at least the following information for each piece of product shipped:

- A) Master Contractor name;
- B) Federal taxpayer identification number or (if owned by an individual) Master Contractor’s social security number;
- C) Name and Address of the Requesting Agency (TAM);
- D) TAM’s purchase order number being billed;
- E) Description of Product(s) and/or Warranty(s) purchased, listed separately;
- F) Product identification number (serial & model numbers);
- G) Quantities;
- H) Unit price,
- I) Invoice period, invoice date, invoice number and total amount due;
- J) Remittance Address;
- K) Recipient’s name and address;
- L) Proof of delivery by way of a copy of the signed receipt from MAT customer;
- M) E-mail address/phone number of Master Contractor’s POC.

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

2.18.2 All customer equipment (product) should be readily available to ship within five (-5-) business days. Master Contractors shall ship all orders complete (Exceptions are only by the procedure noted in C.2. below) to the destination listed in the purchase order, and comply with TAM/MAT's shipping instructions:

- A) Enclose the "Equipment Receipt Notification Form-“Got a Free Minute?” form (See Attachment I that is displayed onto two pages), which shall include: (1) type of product, (2) model number, and (3) serial number of product. Master Contractors are also required to include with shipping, any additional literature, newsletters or flyers requested by TAM.
- B) All equipment and parts should be marked with a Blue “Property of STATE OF MD – TAM/MAT” label before shipment. Labels will be provided to the Master Contractor by TAM.
- C) Packing memorandum shall include: quantity, product description, product identification number (serial & model number, TAM/MAT's control number) with each shipment and, when more than one package is shipped, label the package which contains the packing memorandum.
 - 1. No prices for equipment or warranty shall be listed on the packing memorandums.
 - 2. The Master Contractor may only ship products in partial shipments with prior written approval from the TAM/MAT PM. The Master Contractor may only ship via UPS or other similar delivery service and receive a signed and dated receipt from the addressee. No other signature will be accepted. This proof of delivery shall be submitted to TAM/MAT along with the invoice. If a signed proof of delivery is not submitted with invoice, or if the signature is other than the assigned addressee, TAM/MAT shall have no obligation to pay for the disputed item.
 - 3. Master Contractors shall provide for each piece of product, a Pre-Paid Return Authorization shipping label to be used by MAT customers who may require repair of defective equipment that is covered under warranty (see section 2.19.1).

2.18.3 Delivery Charge Procedures and Requirements

- A) Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP or POIFB) to any State eligible customer located within the State's boundaries. Unless specified otherwise in a PORFP or POIFB, all hardware is to be delivered, prepaid, to the location specified in a PORFP or POIFB within five (-5-) business days from the date of the PO. The MSRP will be construed to include delivery within five (-5-) business days from the date of the PO. Similarly, provided a PORFP or

POIFB allows at least five (-5-) business days delivery time, any price proposed in response to a PORFP or POIFB that is lower than MSRP will be construed to include delivery within five (-5-) business days from the date of the PO.

- B. If a POIFB or PORFP specifies delivery in less than five (-5-) business days (which will be termed an expedited delivery) and a Master Contractor proposes the MSRP as its proposal price in response to the POIFB or PORFP, the Master Contractor may include as a separate distinct charge, the cost of the expedited delivery.
- C. However, if Master Contractor proposes a price lower than the MSRP for a PORFP or POIFB that requires expedited delivery, the PORFP or POIFB proposal price shall include the cost of the expedited delivery and no separate, additional charge will be permitted.

2.18.4 The Master Contractor shall submit the invoices for any P.O. to the Requesting Agency identified in the P.O. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor, however, is not exempt for such sales and use taxes and may be liable for the same.

2.19 Return Equipment Authorization

2.19.1 If a MAT Customer currently possesses, or will come to possess defective or broken equipment which is covered under warranty (Manufacturer or Extended), the Master Contractor will issue a Return Authorization Number and shipping instructions to the customer. MAT Customers may request Return Authorization by contacting the Master Contractor's POC directly. Defective equipment still under warranty will be shipped to and from the Master Contractor's facility at no charge to the Customer or to TAM, by way of a pre-paid Return Authorization shipping label. Per TAM/MAT shipping instructions (See Section 2.20) this label will be sent to customers with initial equipment orders. The Master Contractor, if directed to do so by the entity who released the P.O., may be responsible for arranging shipment of the equipment needing repair or replacement.

2.19.2 Master Contractors shall refund to the State within thirty (-30-) calendar days of receipt of the returned Equipment, the purchase price of the returned Equipment, including all shipping costs. The State shall not be charged restocking fees.

2.20 Order Processing Procedure and Requirements

2.20.1 The Master Contractor shall maintain a written order processing procedure that demonstrates the steps for fulfilling all assistive telecommunications equipment processing orders (to include associated peripherals, applicable services and/or warranty(ies))/Order Fulfillment Capability. This procedure will be included as an attachment as requested by any POIFB or PORFP, or as necessary for audits of the Master Contract.

2.20.2 The Master Contractor shall maintain the appropriate amount and type of personnel in order to complete all requirements of any POIFB or PORFP within the approved time, scope, and unit prices (or price), and also provide such within a customer-focused, friendly-environment, with high quality communication skills.

2.20.3 Manufacturer's or Distributor's Letter of Authorization

The Master Contractor must maintain each Manufacturer's or Distributor's Letter of Authorization for each product line approved through the Master Contract through the life of the contract.

The signed Letter of Authorization shall certify that the Master Contractor is an authorized reseller or Distributor of the Manufacturer's Equipment (service or warranty). The Letter of Authorization shall be on the Manufacturer or Distributor's letterhead or through a Manufacturer or Distributor's e-mail. Each signed Letter of Authorization or e-mail must provide and maintain-to-current the following information:

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

2.20.3.1 A Master Contractor as a Distributor, must maintain signed letters of authorization from their manufacturers. See also Section 2.15-Procedure for Adding a Manufacturer's Product line.

2.20.4 The Master Contractor shall designate a primary POC, who will be responsible for their entire response (technical and price) to all POIFBs or PORFPs that they propose to, or where they receive a resulting award. The individual will be the principal POC throughout the term of the Master Contract. The POC may change by written notification to the State, but the POC information must be maintained to current and provided in writing to the State CM. The following information must be provided to the State at a Master Contract award and maintained to current throughout the term of the contract. This information must also be provided in each POIFB and PORFP wherein the Master Contractor submits a proposal:

- A) POC name and alternate for verification
- B) POC mailing address
- C) POC telephone number
- D) POC email address
- E) POC fax number

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SECTION 3 – PROPOSAL FORMAT

3.1 One Volume Submission

Offerors shall submit proposals in one volume:

- Volume I - TECHNICAL PROPOSAL

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

3.2 Technical Proposal

A Volume I-Technical Proposal shall be sealed and submitted to the Procurement Officer (noted in Section 1.6) no later than the due date and time noted in Section 1.11-Proposals Due (Closing) Date, and labeled on the outside with the following information:

Volume I-Technical Proposal, The RFP number and Title (RFP No. 050B7800030-Assistive Telecommunications Equipment and Associated Peripherals), closing date and time for receipt of the proposals, the name of the Offeror, the Offeror's Contact Person (that is knowledgeable about the Offeror's Technical Proposal's submission) and their contact telephone and email address. Additionally, the following information must be noted: A list of each Functional Area the Offeror is proposing for an offer.

An unbound original that is identified as such and two (2) bound copies of the volume are to be submitted.

An electronic version of the Volume I- Technical Proposal in MS Word shall also be enclosed with the unbound original technical volume. Electronic media, either as a 3-1/2" diskette or CD shall bear a label on the outside containing: The label Volume Number 1- Technical Proposal, RFP number and Title, the name of the Offeror, the Contact Person and their contact telephone and email address.

3.3 Submission

Each Offeror is required to submit a sealed package for their technical proposal as noted above in 3.2. and no later than the date and time noted in Section 1.11-Proposals Due (Closing) Date.

Offerors shall submit only one Technical Proposal, even if proposing to all eleven Functional Areas; therefore, Offerors shall include a separate labeled section for each Functional Area proposed describing, what part of that Functional Area (as described in Section 2) the Offeror has the ability to provide, and how they, as the Offeror, qualifies to provide what is being proposed (See Section 3.4-Volume I-Technical Proposal below).

All pages of the proposal shall be consecutively numbered from beginning (Page 1) to end (Page “xx”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

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

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, two (2) copies and the electronic version shall be provided. Section 2 of this RFP provides the State’s requirements for the Master Contractor(s), and Section 3 provides instructions on what to include as information to the State, at a minimum, in the Offeror’s proposal to this RFP. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

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

3.4.2.1 Title and Table of Contents

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

3.4.2.2 Executive Summary

A) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The Summary shall provide a broad overview of the contents of the entire proposal.

B) The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal classified as not reasonably susceptible of being selected for award.

C) In addition, the Offeror shall clearly identify each Functional Area for which they are proposing.

D) Offerors certified under the Small Business Reserve and certified as a Maryland Minority Business Enterprise are asked to provide those certification numbers.

3.4.2.3 Manufacturer's or Distributor's Letter of Authorization

- A) Offerors must state each Manufacturer product line that they propose selling through the Assistive Telecommunications Equipment and Associated Peripherals Contract.
- B) Manufacturer or Distributor's Letters of Authorization are required **for each** Manufacturer product line proposed by the Offeror. An Offeror may not propose a Manufacturer product line without providing the required Letter of Authorization at the time it submits its proposal. The signed Letter(s) of Authorization shall certify that the Offeror is an authorized reseller or authorized Distributor of the Manufacturer's equipment or warranties. (For clarification: Each Offeror that is a Distributor must also provide signed letters of authorization from their manufacturers.) The Letter of Authorization shall be on the Manufacturer or Distributor's letterhead or in a Manufacturer or Distributor's e-mail. Each Letter of Authorization or e-mail must provide the following information:
- A. Manufacturer or Distributor POC name and the name of an alternate for verification
 - B. Manufacturer or Distributor POC mailing address
 - C. Manufacturer or Distributor POC telephone number
 - D. Manufacturer or Distributor POC email address
 - E. Manufacturer or Distributor POC fax number
 - F. If available, a Re-seller Identifier

3.4.2.4 Explanation of Offeror's Order Fulfillment Capabilities, including but not limited to:

- A. Order receipt
- B. Order processing, handling, and routing
- C. Order tracking
- D. Customer service and inquiry support

- E. Shipping, including express shipping
- F. Invoicing
- G. Returns
- H. Quality control measures for products, and customer support
- I. Average Order turnaround time(s)

3.4.2.5 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar contracts and particularly with the assistive telecommunication equipment. General requirements of the Offeror and personnel are outlined in Section 2-Scope of Work. Offerors shall describe how their organization will meet the qualifications of this RFP and shall include the following:

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

- A) A summary of the products/services offered;
- B) The number of years the Offeror has provided these products/services;
- C) The types of clients and geographic locations that the Offeror currently serves; and,
- D) A synopsis of the Offeror's experience including the general scope of the assistive telecommunication equipment/services being provided.

3.4.2.5.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract include the designated Point of Contact, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

3.4.2.5.3 At least three references from its customers who are capable of documenting:

- A. The Offeror's ability to provide the products/services.
- B. Each client reference shall be from a client for whom the Offeror provided products/service and shall include the following information:
 - 1. Name of client organization;
 - 2. Name, title, and telephone number of point of contact for client organization;
 - 3. Value, type, and duration of contract(s) supporting client organization; and,
 - 4. The products/services provided, scope of the contract, and objectives satisfied.

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

3.4.2.5.4 **Offeror's Previous/Current Contracts with the State
References and Information for State Contracts:**

As part of its offer (and separate from the references to be listed for '3.4.2.5.3' above), each Offeror is to provide a list of all its own contracts (as a prime contractor) with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (-5-) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the services/goods provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and email address); and,
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was/was not exercised.

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

3.4.2.6 Other Required Submissions

- A) Completed Proposal Affidavit (Attachment B)

The Offeror shall provide a copy of the Offeror's current certificate of insurance **with the prescribed limits set forth in Section 2.17.**

(As Section 2.17 notes, within five working days after notice of potential award, the Offeror shall provide a current copy of a current certificate of insurance, with all the prescribed requirements, types and dollar levels noted in the Section 2.17. Failure to provide this within the five working days, may negate the Offeror for a Master Contractor award.)

- C) Completed Conflict of Interest Affidavit and Disclosure (Attachment G)

D) Attachment D- MSRP COMMITMENT AFFIDAVIT

1. For **each** Functional Area I through XI, where the Offeror provides a valid Letter of Authorization for that product line they wish to propose, place a check mark. Then under the sub-heading ‘Manufacturer(s);,’ state each of the manufacturer(s) of the equipment’s product line.
2. Complete the form by filling in the ‘Submitted By:’ information. The form may only be signed by a company representative that has the valid ability to commit the company and its resources.
3. By signing the Attachment D-MSRP Commitment form, the Offeror makes the commitment that as a Master Contractor they will provide unit pricing in response to the secondary level of competition for a POIFB or PORFP no higher than the MSRP that is published as of the date of their submitted proposal that is in response to each POIFB or PORFP. The MSRP is being used as a ceiling for each unit’s price only.
4. For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer’s proposed price on its letterhead will be sufficient.

E. A completed Mercury Affidavit (See Attachment H)

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

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

4.2 Technical Criteria

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

- 1. Letter(s) of Authorization applicable to the Functional Areas being proposed (Section.3.4.2.3)
- 2. Offeror's order fulfillment capabilities (Section 3.4.2.4)
- 3. Offeror's experience (Section 3.4.2.5)
- 4. Offeror's Other Required Submissions (Section 3.4.2.6)

4.3 Reciprocal Preference

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

4.4 Selection Procedures

4.4.1 General Selection Process

Master Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method includes as necessary any discussions and revision of proposals.

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

4.4.2 Selection Process Sequence

4.4.2.1 The first step in the process will be an evaluation for technical merit. The purpose of this evaluation will be to assure a full understanding of the State's requirements and the Offeror's ability to perform.

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

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

4.4.3 Award Determination

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

Award for the secondary level procurement(s) under POIFBs or PORFPs are dependent upon the secondary level of competition and procedures as outlined in this RFP's Scope of Work Section 2.16-**Secondary Level of Procurement Competition Procedures**.

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ATTACHMENTS

ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT. This is the example of the State’s contract that will be utilized for each Master Contract awarded as a result of this solicitation. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon a notification of proposed contract award.

ATTACHMENT B –Proposal Affidavit. The Offeror’s Proposal Affidavit must be completed and submitted with the Offeror’s Volume I-Technical proposal.

ATTACHMENT C – Contract Affidavit. The Contract Affidavit is not to be submitted at the Offeror’s proposals’ submission time. It must be submitted by the selected Offeror to the Procurement Officer within five (-5-) working days of notification of proposed award for a Master Contract.

ATTACHMENT D – MSRP COMMITMENT AFFIDAVIT

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.8 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Pre-Proposal Conference (Directions)

ATTACHMENT G – Conflict of Interest Affidavit & Disclosure

ATTACHMENT H – Mercury Affidavit

ATTACHMENT I – ‘Got A FREE MINUTE’ FORM (Front and Back of the Form)

ATTACHMENT J – Electronic Funds Transfer Form URL

ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT FOR THE ASSISTIVE TELECOMMUNICATIONS EQUIPMENT RFP

THIS CONTRACT is made as of this _____ day of _____, 2007 by and between _____ and the MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT.

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

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

1.2 “Contract” means this Contract for Assistive Telecommunications Equipment and Associated Peripherals.

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

1.4 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the Department.

1.5 “Department” means the Maryland Department of Budget and Management.

1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.7 “Installation” means the physical means to provide for the features and functions generally described in the User Documentation of any assistive telecommunication equipment product as applicable.

1.8 “Purchase Order (P.O.)” authorizes Contractor to proceed with delivery of products and/or any services requested via a POIFB or PORFP.

1.9 “POIFB” means Purchase Order Information for Bid

1.10 “PORFP” means Purchase Order Request for Proposals.

1.11 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.12 “Project Manager” means the individual identified in Section 1.7 of the RFP or a successor designed by the Department.

1.13 “RFP” means the Request for Proposals for Assistive Telecommunications Equipment and Associated Peripherals dated **May 18, 2007** and any amendments thereto issued in writing by the State.

1.14 “Assistive Telecommunications Equipment, associated peripherals, services, warranty(ies)” means those applicable equipment, associated peripherals, services, or warranties described in Section 2 of this RFP.

1.15 “State” means the State of Maryland.

1.16 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Assistive Telecommunications Equipment, associated peripherals and services, and/or Manufacturer’s Extended Warranty, for the State as described in the P.O/ and the POIFB/PORFP. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through G, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP dated _____ and any addenda dated _____;

Exhibit B - Purchase Order (when executed);

Exhibit C - POIFB or PORFP (when released);

Exhibit D -Master Contractor’s proposal response to the POIFB or PORFP (when submitted);

Exhibit E - The Master Contractor’s Technical Proposal to the Master Contract;

Exhibit F - State Contract Affidavit, executed by the Contractor and dated _____; and,

Exhibit G – MSRP Commitment Affidavit, dated _____.

2.2. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the POIFB/PORFP or the P.O. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert

in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Article 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

The Contractor shall provide services in accordance with this Master Contract and any POIFB/PORFP. The term of this Contract is for a period of approximately six (-6-) years, beginning on _____, 2007 and ending August 31, 2013 unless terminated earlier as provided in this Master Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract and any POIFB/PORFP, the Department shall pay the Contractor in accordance with the not-to-exceed rates and terms of each POIFB/PORFP as noted by the applicable executed P.O. Any work performed by the Contractor in excess of the ceiling amount of any P.O. without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under POs issued on a fixed price basis as it relates to a PORFP, shall be limited to the price specified in the PORFP, regardless of the actual cost to the Contractor.

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

4.3 The Contractor's eMM identification number is _____.

4.4 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. PORFPs may specify periodic payments based on deliverables or stages of completion. A POIFB or PORFP may specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the PO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the POIFB or PORFP. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.5 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 pursuant to this Contract

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

5. POIFBs/PORFPs

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

6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract 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.

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

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

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

6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, Hardware and Associated Equipment and Services or other property provided by the State to the place designated by the Procurement Officer.

7. Patents, Copyrights, Intellectual Property

7.1 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.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorneys' fees that a court finally awards, provided the State (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 7.3 below.

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

8. Confidentiality

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

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the

schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

10. Non-Hiring of Employees

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this 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 subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

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

15. Non-availability of Funding

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

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; 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).

18. Delays and Extensions of Time

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

19. Suspension of Work

The 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 or Contract Manager may determine to be appropriate for the convenience of the State.

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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.

21. Financial Disclosure

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

22. Political Contribution Disclosure

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

23. Retention of Records

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

24. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

25. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

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 agreed upon by the parties, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a PO after due notice to the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 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.

27. Indemnification

27.1 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.

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

27.3 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.

27.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting

from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

28. Limitation of Liability

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 7 ("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 per claim shall not exceed three (3) times the total amount of the POIFB/PORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any POIFB/PORFP issued pursuant to this RFP. Third party claims arising under Section 26 ("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 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

29. Administrative

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

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

If to the State:

Department of Budget and Management
Office of Information Technology/Telecommunications Access of Maryland
(TAM)
301 West Preston Street, 10th Floor, Suite 1008A
Baltimore, MD 21201
Telephone: 410-767-5891
Fax No.: 410-767-4276
Attention: Brenda Kelly-Frey
Email: frey@dbm.state.md.us

If to the Contractor: Address _____

Attention:

30. Risk of Loss; Transfer of Title.

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are accepted at the destination listed in the Purchase Order as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State's payment for the same in accordance with the terms of this Contract.

31. Nonvisual Accessibility Warranty

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

32. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or

commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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.

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

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

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

MASTER CONTRACTOR'S NAME

**MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT**

By:

By:

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this _____ day
of _____ 200__.

Assistant Attorney General

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



ATTACHMENT B - PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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 vendors, 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.

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 §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 the §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 subsection (1) through (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; or
- (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 — C and subsections (1) through (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 §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the 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.

J. 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.

K. 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 whom 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' 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 §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ___) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _

Address:_____

(If not applicable, so state).

- (2) 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.

M. 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.

N. Repealed.

O. 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: _____

(Authorized Representative and Affiant)

ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) 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 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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated _____, 20____, and executed by me for the purposed 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: _____
(Signature)

(Authorized Representative and Affiant)

ATTACHMENT D – MSRP COMMITMENT AFFIDAVIT

I. INSTRUCTIONS:

1. For **each** Functional Area I through XI, where the Offeror provides a valid Letter of Authorization for that product line they propose, place a check mark. Then under the sub-heading ‘Manufacturer(s):,’ state each of the manufacturer(s) of the equipment’s product line.
2. Complete the form by filling in the ‘Submitted By:’ information. The form shall only be signed by a company representative that has the valid ability to commit the company and its resources.
3. By signing the Attachment D-MSRP Commitment form, the Offeror makes the commitment that as a Master Contractor they will provide unit pricing in response to the secondary level of competition for a POIFB or PORFP no higher than the MSRP that is published as of the date of their submitted proposal that is in response to each POIFB or PORFP. The MSRP is being used as a ceiling for each unit’s price only.
5. For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer’s proposed price on its letterhead will be sufficient.

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

1. Functional Area I – Amplified Telephones and Associated Peripherals
2. Functional Area II – Alerting Devices/ Emergency Devices and Associated Peripherals
3. Functional Area III – Captioned Telephones and Associated Peripherals
4. Functional Areas IV – TTY, VCO Phones, HCO Phones and Associated Peripherals
5. Functional Area V – Specialized Accessories / Switches and Associated Peripherals
6. Functional Area VI – Hands-free Telephones / Devices and Associated Peripherals
7. Functional Area VII – Devices for Speech Impaired and Associated Peripherals
8. Functional Area VIII – Devices for Visually Impaired and Associated Peripherals
9. Functional Area IX – Devices for Cognitively Impaired and Associated Peripherals
10. Functional Area X – Wireless Devices / Videophones and Associated Peripherals
11. Functional Area XI – Extended Warranty(ies)

ATTACHMENT D- MSRP COMMITMENT AFFIDAVIT (CONTINUED)

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

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

Manufacturer(s):

SUBMITTED BY:

AUTHORIZED SIGNATURE DATE

PRINTED NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

FEIN NUMBER

TELEPHONE NUMBER

ATTACHMENT E- Pre-Proposal Conference Response Form

Project No. 050B7800030

Project Title: ASSISTIVE TELECOMMUNICATION EQUIPMENT (ATE)

A pre-proposal conference will be held on **May 30, 2007**. Registration begins at 9:30 AM and the meeting will begin promptly at 10:00 AM local time at:

Department of Budget and Management
45 Calvert Street
Room 164 A&B
Annapolis, MD 21401

Directions to the pre-proposal conference site: See Attachment F

Please mail, email, fax or return this form in person by 1:00 PM on May 25, 2007 advising whether or not you plan to attend this Conference.

Email or fax this form to the Procurement Officer:

Jacque' Boock
E-mail: jboock@dbm.state.md.us
Fax: 410-974-3274

Please indicate:

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

- 1.
- 2.

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

_____ No, we will not be attending.

Company/Firm/Offeror Name

Contract Name & Telephone

ATTACHMENT F - Pre-Proposal Conference Directions

Location:

Department of Budget and Management
45 Calvert Street
Room 164 A&B
Annapolis, MD 21401

Directions From the North:

From the Baltimore area, take I-97 South. At MD-665, exit toward ARIS T. ALLEN BLVD / RIVA ROAD, but stay to the left and then merge onto US-301 N/ US-50 East via the left exit toward ANNAPOLIS /BAY BRIDGE. Go about 2.6 miles and take the Rowe Blvd South exit / Exit 24, toward Annapolis (to the left). Merge onto Rowe Blvd. As the street dead-ends into downtown, stay to the right and make a sharp left turn onto Calvert Street. The Department of Budget and Management is the first brown brick building to the right. The entrance is on the front left of the building.

Follow the Parking signs on Calvert Street for garage parking.

Directions From the South:

Take US-301 N / US-50 East toward ANNAPOLIS / BAY BRIDGE. Take the Rowe Blvd South exit / Exit 24, toward Annapolis (to the left). Merge onto Rowe Blvd. As the street dead-ends into downtown, stay to the right and make a sharp left turn onto Calvert Street. The Department of Budget and Management is the first brown brick building to the right. The entrance is on the front left of the building.

Follow the Parking signs on Calvert Street for garage parking.

ATTACHMENT G - 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 an 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 Master Contractor 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 detail—attach additional sheets if necessary):

E. The Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT H – MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

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

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

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

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

**ATTACHMENT I: Equipment Receipt Notification Form-“Got a Free Minute”
(FRONT AND BACK OF THE FORM ARE THE FOLLOWING TWO PAGES)**




 Maryland Department of Budget & Management
 Telecommunications Access of Maryland
 Maryland Accessible
 Telecommunications
 301 West Foston Street, Suite 1009 A
 Baltimore, MD 21201-2080
 www.maryland.gov

BUSINESS REPLY MAIL
 PERMIT NO. 111 BALTIMORE, MD 21201

NO POSTAGE
 NEEDED
 IF MAILED
 IN THE
 UNITED STATES



GOT A FREE MINUTE? GET A FREE GIFT!

It will only take a minute or two to fill out the information below, letting us know for our records that you received your assistive telephone equipment. Then, simply detach the bottom portion of this form and drop it in the mail.* We'll send you a free gift, compliments of the Maryland Accessible Telecommunications (MAT) program and Maryland Relay.

For additional information or assistance with this form, contact the MAT Equipment Coordinator by calling Maryland Relay Customer Service at 1-800-552-7724 (Voice/TTY).

**After completing the form below, simply detach, fold, and tape so the MAT address shows. Your free gift will be on its way before you know it!*



Please tear along perforation.

Equipment issued to this applicant (to be filled in by MAT/TAM/vendor only):

- | | |
|---|--|
| <input type="checkbox"/> TTY (Model)_____ Serial No._____ | <input type="checkbox"/> In-line Amp. (Model)_____ Serial No._____ |
| <input type="checkbox"/> VCO Phone (Model)_____ Serial No._____ | <input type="checkbox"/> Other_____ Serial No._____ |
| <input type="checkbox"/> LVD (Model)_____ Serial No._____ | <input type="checkbox"/> Other_____ Serial No._____ |
| <input type="checkbox"/> Braille-TTY (Model)_____ Serial No._____ | <input type="checkbox"/> Other_____ Serial No._____ |

Yes, I've got a free minute to get a free gift!
HERE'S MY EQUIPMENT RECEIPT NOTIFICATION FORM.

I declare I have received the equipment listed above:

Affix address label here

Signature (Applicant or Parent/Guardian if under 18 years old)

Date_____

I need training in order to use this equipment properly – please contact me. Yes No

The MAT program is here for you. Honest answers to the following will tell us how well we are meeting your needs and let us know where we need to make improvements.

1. How did you first learn about the MAT program?

- | | |
|---|--|
| <input type="checkbox"/> Physician or other healthcare professional | <input type="checkbox"/> Referred by another person who has used the MAT program |
| <input type="checkbox"/> Social worker | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Family member | |
| <input type="checkbox"/> Friend/colleague | |

2. Have you ever contacted MAT through Maryland Relay Customer Service at 1-800-552-7724?

Yes No

If you answered yes to the question above, proceed to question 3. If you answered no to the question above, your questionnaire is now complete. Please detach and return the form according to the mailing instructions provided here.

3. Were all questions answered to your satisfaction?

Yes No If you answered no to the question above, an optional explanation may be provided here. _____

4. Did the Customer Service Associate refer you to another resource or person?

Yes No

If you answered yes to the question above, were you provided with the phone number or other contact information for the resource or person?

Yes No

5. Was the Customer Service Associate polite and courteous throughout your call?

Yes No If you answered no to the question above, an optional explanation may be provided here. _____

Thank you. Your free gift should arrive in about six weeks. If you have any questions, contact the MAT Equipment Coordinator by calling Maryland Relay Customer Service at 1-800-552-7724 (Voice/TTY).

ATTACHMENT J
– ELECTRONIC FUNDS TRANSFER FORM

See the Next Two Pages for form, or download form from URL:

http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code)

ABA number

Account number

Account type Checking Money Market

A voided check from the bank account must be attached.

Transaction requested:

1. Initiate all disbursements via EFT to the above account.
2. Discontinue disbursements via EFT, effective _____
3. Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

(OVER)

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10